

STATE OF ILLINOIS – DEPARTMENT OF LABOR
160 N. LASALLE ST., STE. C-1300
CHICAGO, ILLINOIS 60601

ANTHONY PENN, AS MEMBER OF GREAT
PLAINS LABORERS' DISTRICT COUNCIL
and SOUTHWEST ILLINOIS LABORERS' DISTRICT
COUNCIL & their AFFILIATES and GREAT
PLAINS LABORERS' DISTRICT COUNCIL and
SOUTHWEST ILLINOIS LABORERS'DISTRICT
COUNCIL & their AFFILIATES,

STATE FILE NO. 2023-H-RP08-2340

PETITIONER(S),

v.

JANE R. FLANAGAN, ACTING DIRECTOR
of the ILLINOIS DEPARTMENT OF LABOR, and
THE ILLINOIS DEPARTMENT OF LABOR,

RESPONDENTS.

ORDER

THIS MATTER COMING on to be heard under the Prevailing Wage Act, 820 ILCS 130/0.01-12 and Notice of Hearing issued there under; and, pursuant to 56 Illinois Administrative Code 120.400 all parties having been duly advised on the premises issues this order;

IT IS HEREBY ORDERED:

1. Pursuant to **56 IAC 120.400** a **telephonic** pre-hearing conference shall be convened telephonically on **September 21, 2022** at **1:00 p.m.** The administrative law judge will initiate the conference call. Complainant attorney **Jeff Naville** will be phoned at **217-522-3381** Respondent Attorney **Elleen Boyle-Perich** will be phoned at **708-723-6399** Technology constraints require that a direct dial phone number be provided for the pre-hearing conference. If the number listed is not a direct dial number or you require additional phone lines to be added, you are to provide the phone numbers and/or the names and phone numbers of the additional participants to DOL.hearings@illinois.gov
2. The pre-hearing conference shall be held to simplify the issues, determine necessity or desirability of amendment to documents for purposes of clarification, simplification or limitation, determine stipulations, admission of fact and of contents and authenticity of the documents, limit the number of witnesses, determine propriety of the prior mutual exchange among the parties who have prepared testimony or exhibits, and decide other matters as may tend to expedite the disposition of the proceedings and to assure a just conclusion thereof.
3. Attorneys shall file appearances as soon as practicable.

DATE: August 15, 2022

By: /s/ Claudia D. Manley

Claudia D. Manley
Chief Administrative Law Judge
IDOL
160 N. LaSalle St. Ste. C-1300
Chicago IL 60601
V: 312-793-1805
P: 312-793-5257
Dol.hearings@illinois.gov

STATE OF ILLINOIS)
)
)
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I Karen Lewis a non-attorney, affirm, certify or on oath state, that I served notice of the attached Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Order in Case No. 2023-H-RP08-2340 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the order or on the Certificate of Service, having caused each envelope to be served by U.S. mail with postage prepaid at 100 W. Randolph Street, Chicago, Illinois on the 15th day of August, 2022 prior to 4:30 p.m.

Great Plains Laborers
c/o Jeff Naville & Tim Ryan
1 N. Old State Capitol Plaza, Ste. 525
Springfield, IL 62701
jnaville@midwestlaborers.org
tryan@midwestlaborers.org

HAND DELIVERED:

Eileen Boyle-Perich
Acting General Counsel
Illinois Department of Labor
160 S. LaSalle St., Ste. C-1300
Chgo IL 60601
Eileen.BoylePerich@Illinois.gov

Jane R. Flanagan
Acting Director of Labor
Illinois Department of Labor
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601

/s/ Karen Lewis

Karen Lewis, Office Specialist, Illinois Department of Labor

STATE OF ILLINOIS – DEPARTMENT OF LABOR
160 N. LASALLE ST., STE. C-1300
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:)
)
ANTHONY PENN, AS MEMBER OF GREAT)
PLAINS LABORERS' DISTRICT COUNCIL)
and SOUTHWEST ILLINOIS LABORERS' DISTRICT)
COUNCIL & their AFFILIATES and GREAT)
PLAINS LABORERS' DISTRICT COUNCIL and)
SOUTHWEST ILLINOIS LABORERS' DISTRICT)
COUNCIL & their AFFILIATES,)
)
PETITIONER(S),)
)
v.)
)
JANE R. FLANAGAN, ACTING DIRECTOR)
of the ILLINOIS DEPARTMENT OF LABOR, and)
THE ILLINOIS DEPARTMENT OF LABOR,)
)
RESPONDENTS.)
)

STATE FILE NO. 2023-H-RP08-2340

DATE OF NOTICE: August 15, 2022

CERT. MAIL/RETURN RECEIPT:
9489 0090 0027 6196 3252 37

NOTICE OF TELEPHONIC HEARING

PLEASE TAKE NOTICE that Jane R. Flanagan, Acting Director of the Illinois Department of Labor, and the Illinois Department of Labor [hereinafter, "Respondents"] have received from Anthony Penn, as member of the Great Plains Laborers' District Council and Southwest Illinois Laborers' District Council & their Affiliates and Great Plains Laborers' District Council & Southwest Illinois Laborers' District Council & their affiliates, [hereinafter, "Petitioner(s)"] written objections to the prevailing wage determinations effective July 15, 2022 by the Department on its website, and a request for hearing on those objections pursuant to Sections 4 and 9 of the Prevailing Wage Act [hereinafter, "IPWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing on:

DATE: September 21, 2022
TIME: 2:00 p.m.
COMPLAINANT ATTORNEY PHONE #: Jeffrey E. Naville 217-522-3381
RESPONDENT ATTORNEY PHONE #: Eileen Boyle-Perich 708-723-6399

ADMINISTRATIVE LAW JUDGE:

MOSHE LIBERMAN
ADMINISTRATIVE LAW JUDGE
ILLINOIS DEPARTMENT OF LABOR
160 NORTH LASALLE STREET, SUITE C-1300
CHICAGO, ILLINOIS 60601

The hearing involves the written objections and hearing request filed by Petitioner(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the Administrative Law Judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the administrative law judge shall automatically become the decision and order of the Director of Labor.

This hearing will be conducted **BY TELEPHONE** with the ALJ contacting you on the date and time stated above. If the phone number listed is incorrect, contact the hearings section at dol.hearings@illinois.gov as soon as possible with the corrected direct dial phone number. If additional individuals are to be contacted, the party is to provide the name and direct dial phone number of the additional individual to be included during the hearing to DOL.hearings@illinois.gov . If the phone number listed is not a direct dial phone number, please provide a **DIRECT DIAL NUMBER** to dol.hearings@illinois.gov as soon as possible. Technology constraints require you provide a **DIRECT DIAL PHONE NUMBER ONLY**. Also, technology constraints do not allow caller dial through or the ability to navigate automated operators. Non-direct dial numbers will result in the call not going through. **For those with caller identification, this call will originate from various locations throughout the country, including but not limited to San Francisco. SOME CALLS PLACED BY THE DEPARTMENT ARE BLOCKED, IF YOUR PHONE HAS PRIVACY MANAGER OR ANONYMOUS CALL BLOCKER, THE CALL MAY NOT GO THROUGH.** All calls placed by the Department are recorded.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.



Jane R. Flanagan
Acting Director of Labor

STATE OF ILLINOIS)
)
)
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I Karen Lewis, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Hearing upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Hearing and Attachments in Case No. 2023-H-RP08-2340 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the Notice of Hearing or on the Certificate of Service, having caused each envelope to be served by U.S. mail certified mail return receipt requested and regular mail with postage prepaid at 100 W. Randolph Street, Chicago, Illinois on the 15TH day of August, 2022 prior to 4:30 p.m.

Great Plains Laborers
c/o Jeff Naville & Tim Ryan
1 N. Old State Capitol Plaza, Ste. 525
Springfield, IL 62701
jnaville@midwestlaborers.org
tryan@midwestlaborers.org

HAND DELIVERED:

Eileen Boyle-Perich
Acting General Counsel
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Chgo IL 60601
Eileen.BoylePerich@Illinois.gov

Jane R. Flanagan
Acting Director of Labor
Illinois Department of Labor
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601

/s/Karen Lewis
Office Assoc/Office Specialist Illinois Department of Labor

2023-H-RP08-2340

State of Illinois - Department of Labor
Conciliation and Mediation Division
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601



In the matter of:

Great Plains Laborers')
 District Council &)
 Southwest Illinois)
 Laborers' District Council &)
 Their Affiliates)
)
 Petitioners,)
)
 vs.)
)
 Jane Flannigan, Acting)
 Director of the Illinois)
 Department of Labor and)
 The Illinois Department of)
 Labor,)
)
 Respondents,)

State File No.:

NOTICE OF OBJECTION TO PREVAILING WAGES POSTED FOR THE CLASSIFICATION OF LABORER IN THE FOLLOWING COUNTIES:

Bureau, Carroll, Dekalb, Ford, Fulton, Henderson, Henry, Iroquois, Jo Daviess, Kankakee, Knox, LaSalle, Lee, Livingston, Marshall, Mclean, Ogle, Peoria, Putnam, E Stark, W Stark, Stephenson, Nw Tazewell, Se Tazewell, Warren, Whiteside, Winnebago, Woodford

Petitioner, Anthony Penn, District Council Business Manager and the Great Plains Laborers' District Council and their affected affiliate local unions ("Laborers"), by

and through their attorneys, Jeff Naville and Tim Ryan, of the Laborers' International Union of North America Midwest Region, hereby formally petition and seek a hearing for a corrected rate publication pursuant to Section 4 and Section 9 (820 ILCS § 130/4 and 9) of the Illinois Prevailing Wage Act ("Act") for the Laborers Classification prevailing wage rate determinations published by the Illinois Department of Labor ("Department") for the following counties: Bureau, Carroll, DeKalb, Ford, Fulton, Henderson, Henry, Iroquois, Jo Daviess, Klankakee, Knox, LaSalle, Lee, Livingston, Marshall, McLean, Ogle, Peoria, Putnam, E Stark, W Stark, Stephenson, NW Tazewell, SE Tazewell, Warren, Whiteside, Winnebago, Woodford and in support thereof state as follows:

1. The Act, in part, states at 820 ILCS 130/4

Sec. 4. Ascertaining prevailing wage.

(a) The prevailing rate of wages paid to individuals covered under this Act shall not be less than the rate that prevails for work of a similar character on public works in the locality in which the work is performed under collective bargaining agreements or understandings between employers or employer associations and bona fide labor organizations...

2. The Laborers' are a bona fide labor organization.

3. Anthony Penn is an Illinois resident and Business Manager of the Great Plains Laborers' District Council with offices in Peoria, Illinois.

4. The Laborers' have entered into Collective Bargaining Agreements and/or understandings ("CBA's") between employers and employer associations.

5. The CBA's between the Laborers, as a bona fide labor organization, and employers and employer associations do now and have for many years prevailed for purposes of the Act on public works in each of the localities in question.

6. The prevailing CBA's contain rates for both wages and fringe benefit contributions for overtime and non overtime hours.
7. The Department, in its prevailing wage postings, indicates that base wages increase for the Laborers Classification in the counties listed above as follows; pay at time and one half is required for all hours worked in excess of eight hours Monday through Friday and all hours worked on Saturday, pay at double the regular rate is required on Sundays and all Holidays.
8. The rate of wages and benefit contributions in the CBA's for the various locations changes based on whether the workers' hours are overtime hours or non overtime hours.
9. Attached to this request for hearing as "Laborers' Group Exhibit A" are all of the CBA's for the counties which are subject to this request for hearing.
10. Laborers' provided the Department with all necessary information through the Departments portal for updating prevailing wages including notes in the system which indicated that benefit rates in these areas increase when overtime pay is required.
11. On July 15, 2022 the Department published on its website the Prevailing Wage rates for the above-mentioned counties.
12. There is a discrepancy between the rate published by the Department and the Prevailing Laborers' CBA's.
13. Attached as Laborers' "Exhibit B" is a 13 page document prepared for purposes of comparing the Department's published rates and the Prevailing CBA rates for the areas that are subject to this objection.

14. Dependent upon the Locality of the work and the appropriate prevailing CBA, the contractual and prevailing rate for Laborers includes additional contributions to fringe benefit funds on overtime hours.
15. The Department does not publish the prevailing overtime benefit contribution rates which, in some cases, are one and one half or even double the non overtime fringe benefit contribution rate.
16. The Department does not post in any of the notes on any of the published prevailing rates any notification that the fringe benefit payment calculations increase on overtime hours.
17. Section 4 and Section 9 of the Act, when read together, require the Department to ascertain and publish rates as are applicable in prevailing CBA's to public works projects in Illinois including the counties subject to this objection.
18. Illinois workers may be injured by the Department's failure to post the correct fringe benefit rates as required under the Act.

Wherefore, we respectfully request that the Department amend its published rates to include the applicable overtime rates for fringe benefits for workers working in excess of 8 hours a day, Saturdays, Sundays and Holidays in any locality where such payments are the prevailing practice pursuant to the Act..

Respectfully submitted,


By: /s/ Jeffrey E. Naville

One of the Attorneys for Anthony Penn
and the Great Plains Laborers' District
Council and their Affiliates.

ARDC #6279323

Email: jnaville@midwestlaborers.org

Timothy J. Ryan

ARDC #6337854

Email: tryan@midwestlaborers.org

Attorneys Midwest Region Laborers'
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Phone: 217-522-3381
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State of Illinois - Department of Labor
Conciliation and Mediation Division
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601

In the matter of:

Great Plains Laborers'
District Council &
Southwest Illinois
Laborers' District Council &
Their Affiliates

Petitioners,

vs.

Jane Flannigan, Acting
Director of the Illinois
Department of Labor and
The Illinois Department of
Labor,

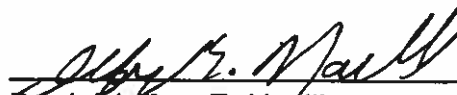
Respondents,

State File No.:

ENTRY OF APPEARANCE

Comes now, Jeffrey E. Naville, attorney who hereby enters his appearance on behalf of Petitioner, Anthony Penn, District Council Business Manager and the Great Plains Laborers' District Council and their affected affiliate local unions ("Laborers"), and **hereby consents to notification and correspondence in this matter via email** at the email address below.

Respectfully submitted,



By: /s/ Jeffrey E. Naville

One of the Attorneys for Anthony Penn
and the Great Plains Laborers' District
Council and their Affiliates.

Jeffrey Naville

ARDC #6279323

Email: jnaville@midwestlaborers.org

Timothy J. Ryan

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Phone: 217-522-3381

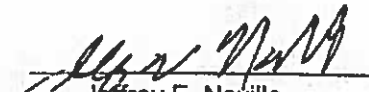
Fax: 217-522-6588

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he served Objections to the Prevailing Wage and request for Section 9 Hearing, Entry of Appearance with consent to Email correspondence/notices on the 29th day of August, 2022 before 4:00pm in person at the Illinois Department of Labor, 160 North LaSalle Street C-1300 Chicago, Illinois 60601 as follows:

Jane Flanagan, Acting Director
Illinois Department of Labor
160 North LaSalle Street C-1300
Chicago, Illinois 60601

Illinois Department of Labor
c/o Jane Flanagan, Acting Director
160 North LaSalle Street C-1300
Chicago, Illinois 60601


Jeffrey E. Naville

Laborers' Group Exhibit A

Collective Bargaining Agreements and Wage Addendums

Local 32 and 727 Building

Counties of Winnebago, Dekalb, Stephenson, Jo Daviess, Whiteside, Carroll, Lee and Ogle

Local 32 and 727 Heavy/ Highway

Counties of Winnebago, Dekalb, Stephenson, Jo Daviess, Whiteside, Carroll, Lee and Ogle

Local 165 Building

Peoria County and the old city limits of East Peoria (Tazewell County)

Local 165 Heavy and Highway

Peoria County and the old city limits of East Peoria (Tazewell County)

Local 231 Building

Tazewell (Except the Old City Limits of East Peoria), and Fulton Counties

Local 231 Highway and Heavy

Fulton and Tazewell Counties (Except the old city limits of East Peoria)

Local 362, 538, 996 Building

McLean, Warren, Henderson, Knox, Henry, Livingston, Marshall, Stark and Woodford Counties

Local 362, 538, 996 Highway/Heavy and Utility

McLean, Warren, Henderson, Knox, Henry, Livingston, Marshall, Stark and Woodford Counties

Local 393 Highway and Heavy and Building

Bureau, LaSalle and Putnam Counties

Local 751 Highway/ Heavy and Utility

Ford, Iroquois and Kankakee

**GREAT PLAINS
LABORERS' DISTRICT COUNCIL
ARTICLES OF AGREEMENT
Covering
HIGHWAY/HEAVY CONSTRUCTION**

**Within the Jurisdiction of
Local Unions 32 and 727
Winnebago, DeKalb, Stephenson, Jo Daviess,
Whiteside, Carroll, Lee, Ogle**

**EFFECTIVE:
May 1, 2021 through April 30, 2024**

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HIGHWAY/HEAVY CONSTRUCTION
AGREEMENT**

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GREAT PLAINS
LABORERS' DISTRICT COUNCIL
ARTICLES OF AGREEMENT

Covering
HIGHWAY/HEAVY CONSTRUCTION

Within the Jurisdiction of
Local Unions 32 and 727

ARTICLE I
RECOGNITION

Section 1. This Agreement made and entered into between the Northwestern Illinois Contractors Association, Inc., party of the first part, for their members and those firms for whom they have bargaining rights, hereinafter called the Association and the Laborers' International Union of North America, Local Unions 32; Rockford & DeKalb and Local 727; Dixon, party of the second part, hereinafter called the Union.

Section 2. It is understood and agreed that this Agreement shall be in effect on construction work, either Federal, State, County, Township, City, or private work within the boundaries of the above mentioned Local Unions.

Section 3. The conditions of employment set forth shall prevail from May 1, 2021, through April 30, 2024, and shall continue in effect from year to year thereafter unless either party to this Agreement gives sixty (60) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon the expiration of same.

Section 4. This Agreement shall supersede all agreements now in force, covering working conditions, with proper Addendum covering wages, within the jurisdiction of the Local Unions signatory to this Agreement.

Section 5. The term "Laborers", as used in articles covering working conditions, shall apply to any employee covered by these Articles of Agreement including Mason Tenders and charter grants by the AFL-CIO.

ARTICLE II
PURPOSE

Section 1. The purpose of this Agreement is to set forth the Agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish effective and impartial procedure for the peaceful settlement of disputes and grievances.

Section 2. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours, and other working conditions for all Laborers and (Laborer) watchmen in its employ.

Section 3. Union Security. All present employees who are or become members of the Union shall remain members, as a condition of their employment. All present employees who are not members of the Union and all employees who are

hired hereafter, shall become and remain members of the Union as a condition of such employment, after seven (7) days following the beginning of their employment or the effective date of this contract, whichever is later, as authorized in Section 8 (a) (3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this contract to complete or maintain his membership because of nonpayment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further that no Employer or the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

ARTICLE III

REFERRAL CLAUSE AND CODE OF PERFORMANCE

Section 1. The Employer shall obtain Laborers for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Offices as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, or national origin.

When an Employer calls the Referral Office for Laborers they shall be dispatched in a non-discriminatory manner as follows:

Registrations and referrals shall be on a nondiscriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Referral Office shall maintain the following lists on which Laborers in the construction and maintenance industry may register at any time during the hours which the Referral Office is open

The parties to this Agreement shall post in places where notices to employees and apprenticeship applicants for employment are customarily posted, all provisions of this Agreement relating to referral procedure and Union Security.

The Employer shall recognize the Union's Referral Offices in the geographic area covered by this Agreement.

(A)..... Group A - All Laborers who have been employed as a construction laborer for 1000 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last two (2) years.

(A-1)..... Group A-1 - All apprentices will be on the A-1 list and will be listed according to their apprentice year.

APPRENTICE WAGE PROGRESSION

75% - first year (Full fringes)

85% - second year (Full fringes)

95% - third year (Full fringes)

APPRENTICE RATIOS

- One (1) journey worker to one (1) apprentice on a two (2) worker job
- One (1) apprentice to two (2) journey workers on a three (3) worker job
- Two (2) apprentices to four (4) journey workers on a six (6) worker job
- Three (3) apprentices to nine (9) journey workers on a twelve (12) worker job
- Four (4) apprentices to twenty-five (25) journey workers
- Five (5) apprentices to thirty-five (35) journey workers
- Six (6) apprentices to fifty-five (55) journey workers
- One (1) apprentice to twenty (20) journey workers thereafter

- (B)..... Group B - All Laborers who have been employed as a construction laborer for 500 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last one (1) year.
- (C)..... Group C - All Laborers who have been employed as a construction laborer for 60 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last one (1) year.
- (D) Group D - All Laborers not qualifying for Group A, Group B and Group C above.

All Laborers based on hours worked, shall move a maximum of one group per calendar year January through December.

Apprentices shall be referred under a separate out-of-work list, and shall be listed according to their apprenticeship year.

The foregoing list shall be maintained on the basis of the written statement of the Laborer seeking active employment and such other information available to the Referral Office. All Local Unions will require employees to fill out the same referral sheet.

Section 2. All Laborers registered for active employment shall set forth their name, address, and telephone number and classification or classifications of work sought.

Registration and referral of such Laborers shall be done by groups as set out above. Each Laborer shall be registered in the highest group for which he qualifies and registrants in Group A shall be first referred, then Group B and then Group C and then Group D in that order.

The name of a registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive two (2) days' pay at straight time if employed.

Section 3. The Employer shall not request a Group C or Group D registrant by name in the month of December, January, February or March.

Section 4. Employers may request former employees for referral to a job or project, in writing if requested by the Business Manager, and the Union Referral Office shall refer said former employees to the job or project, provided they are properly registered Laborers in the Referral Office, are available for work at the time of the request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographic area of the Referral Office within thirty-six (36) months prior to the request; and provided further that no employees shall be laid off or discharged to make room for such former employees.

Section 5. The Employer retains the right to reject any job Laborer referred. The Employer shall have the right to hire and discharge. If an Employer rejects any referral, the Employer must immediately contact the Union office for additional referrals. The Union may, within three (3) days after a member has been rejected or discharged, request the reasons of the rejection or discharge in writing. Hiring of employees shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation or Union membership, policies or requirements.

Section 6. The Employer in requesting Laborers shall specify to the Union (a) the number of employees required; (b) the location of the project; (c) the nature and type of construction, demolition, etc., involved; (d) the work to be performed; and (e) such other information as is deemed essential by the Employer in order to enable the Union Referral office to make proper referral of qualified Laborers.

Section 7. If a registrant Laborer, referred to employment in regular order, refuses to accept such referral or employment, his name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any Laborer whose name appears on the registration or referral list, if such Laborer is not available when referrals are made.

Section 8. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified Laborers the Union may contact other Laborer Locals to fulfill the Employers' request. Then if the referral facilities maintained by the Union are unable to fulfill the request of an Employer within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays and Holidays excepted) the Employer may employ applicants directly. In such event, the Employer shall notify the Union Office of the names of the persons employed and the dates of hirings, such notice shall be given within forty-eight (48) hours of the hiring.

Section 9. It is understood and agreed that any employee employed by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location or on any project within the jurisdiction of the referring Local Union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in the displacement of another employee.

CODE OF PERFORMANCE

To implement the LIUNA Code of performance adopted by LIUNA, the Employer agrees to designated discharges "for cause", when appropriate and to substantiate such cause if necessary in proceedings under the Code of Performance.

This clause is intended only to assist the Union in implementing its Code of performance, and a worker's only rights there under are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this agreement, including not creating any new or additional right to reinstatement with or back pay from the Employer.

- (a) Should any Laborer referred for employment be terminated for cause as defined under the Laborers' Code of Performance, his or her referral privileges shall be suspended automatically for one month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge). A termination "for cause" under the Code is defined to include a termination for excessive absenteeism, excessive tardiness, insubordination, theft or lack of required skills. Lack of skills does not apply to apprentices.
- (b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of a designated panel or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council, may, upon written request of the applicant, vacate or reduce the period of suspension. **A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise.** The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion
- (d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it
- (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue/s. The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

2. LIUNA Local Unions 32 and 727 of the Great Plains Laborers' District Council agrees to indemnify and save the Employer against any and all claims, demands, actions, damages, orders and decrees for the payment of any monies, including penalties and back wages, that may arise out of or by reason of action taken by or the failure to act by any of the afore mentioned Local Unions of the Great Plains Laborers' District Council when obligated to do so in connection with the provisions governing operations of the Union's Referral Office and Code of Performance.

ARTICLE IV

KEY MAN

The number of Key Laborers, if any, will be decided upon between the Contractor and the Union at the Pre-Job Conference. The Contractor shall provide the local union with the qualifications and job descriptions in writing of any Key Laborers, if any. Under no circumstances will any Key Man be allowed on any job or project where the Contractor employs only one (1) laborer.

In the event that a contractor that is based outside the jurisdiction of Local 32 or 727 is paying any Laborer(s) a higher wage/fringe benefit package than set forth in Laborers' Local 32 and 727's Heavy/Highway Agreements that contractor shall pay the higher wage/fringe packages to all other Laborers working on their projects in Laborers' Local 32 and 727's jurisdiction. This will be done by increasing the hourly wage of these Laborers. Employers who have maintained their main construction yard and office in Laborers' Local 32 and 727 jurisdiction are exempt from this paragraph.

ARTICLE V

PENALTY FOR FAILURE TO PAY WAGES

If any Employer fails to pay wages as established within this Agreement, the arbitration procedure herein provided for shall become inoperative after a twenty-four (24) hour notification to the Employer and the Association by the Union and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

ARTICLE VI

WORKERS' COMPENSATION

Section 1. The Contractor shall carry Workers' Compensation, and agrees to carry on all Laborers' unemployment compensation regardless of the number of employees or the period of time for which they are employed and upon request from the Union, the Contractor (Employer) shall provide a copy of the certificate of insurance.

Section 2. It is agreed that when an Employer requires the Laborer to perform work for him in an individual capacity when such work is not within the usual scope of his employment, thereby preventing recovery for injuries under the Workers' Compensation Act, no such request shall be made by the Employer to any Laborer unless he is sufficiently covered by either Workers' Compensation liability or such other type of insurance that would protect said Laborer in case of injury. Failure to comply with the above requirement shall constitute a violation of this Agreement.

Section 3. FICA and Medicare benefits will be deducted from the wages of the employee and the Employer will remit the employee's share and the Employer's equal share to the Internal Revenue Service.

**ARTICLE VII
BONDING REQUIREMENTS**

Unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least three full years immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement a surety bond in the amount of Fifty Thousand Dollars (\$50,000) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers' Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund payments.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund, when due the aggrieved employees or the Trustees of the Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund after written notice to the Employer and bonding Company, file claim to obtain payment costs and reasonable attorneys' fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

**ARTICLE VIII
LIABILITY CLAUSE**

Section 1. It is understood and agreed that the negotiating agent (Associations) shall in no event be bound as a principal or employer hereunder, or be held liable as a principal or employer in any manner for breach of this contract by any party hereto that the liability of the Employer hereunder is several and not joint.

Section 2. It is understood and agreed that the District Council is acting only as Agent to negotiate and execute this Agreement and in no event shall the District Council be bound as a principal or be held liable in any manner for any breach of this contract by any Local Union. It is further agreed and understood that the liabilities of the Local Unions who are bound by this contract shall be several and not joint.

**ARTICLE IX
PENSION, ANNUITY, WELFARE,
LABORERS'-EMPLOYERS' COOPERATION AND EDUCATION TRUST,
MIDWEST FOUNDATION FOR FAIR CONTRACTING, ILLINOIS LABORERS' AND CONTRACTORS JOINT
APPRENTICESHIP AND TRAINING FUND,
ADVANCEMENT FUND, VACATION FUND, APPRENTICESHIP AND CHECK-OFFS**

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Pension Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into an Annuity Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Health and Welfare Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Laborers'-Employers' Cooperation and Education Trust the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Midwest Foundation for Fair Contracting the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Construction Industry Advancement Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Laborers' of Illinois Vacation Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

Apprenticeship - The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Fund, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

The Employer agrees that upon termination of contributions to the Pension, Annuity, Health and Welfare, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Vacation and Training Funds said hourly contribution shall be applied to the Laborers' hourly wage rate per Addendum I.

The Employer agrees that any Local Union having a work assessment check-off, a building fund check-off, or any check-off as outlined in the Addendum it will be recognized and become part of this Agreement.

If any Employer fails to pay into the above said funds, the arbitration procedure provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

**ARTICLE X
CHIMNEY, TUNNEL, AND RAILROAD AGREEMENTS**

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Stack Agreement" covering erection, alteration, repair, and demolition of reinforced concrete and masonry chimneys.

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Railroad Construction Agreement" when the work awarded pertains to construction of railroad work.

All work coming under the Tunnel Agreement of the International Union will be done in accordance with the National Tunnel Agreement.

In the above instances, it shall be the duty of the Contractor to notify the regional offices of the Laborers' International Union of North America under whose jurisdiction the work is to be performed, when they are low bidder on a "Chimney Job" or "Railroad Construction Job" for the purpose of holding a pre-job conference covering that particular job. The Contractor involved shall notify Mr. John F. Penn, Vice President and Midwest Regional Manager, Laborers' International Union of North America, Midwest Regional Office, 1 North Old State Capital Plaza, Suite 525, Springfield, Illinois 62701. Phone: (217) 522-3381.

All maintenance work may be done under the "President's Maintenance Agreement".

**ARTICLE XI
INVALIDITY AND SEVERABILITY**

It is the intent of both parties to this Agreement to comply fully with all State and Federal laws and Presidential Executive Orders. If it is found by a court of competent jurisdiction that any section of this Agreement is in conflict with any State or Federal laws or Presidential Executive Orders then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the law or Presidential Executive Order. Deadlocks in such renegotiations shall be submitted to arbitration. All other sections and articles of this Agreement shall remain in full force and effect.

**ARTICLE XIa
MANAGEMENT'S RIGHTS**

On any project where the bidding list includes an established, legitimate, non-union contractor, the Association, or employer may request and the Union must accept a meeting with the Association, the employer, and any other applicable trades to discuss a possible project agreement. This in no way binds the Union to issue or accept a project Agreement; however, any project agreement will apply to all Union contractors bidding the project in question.

**ARTICLE XII
SUBCONTRACTING**

No employer may subcontract or assign any of the work described herein, which is to be performed at the job site to any contractor, subcontractor or other party who fails to sign an agreement with the conditions of employment contained herein.

**ARTICLE XIII
PRE-JOB CONFERENCE**

Section 1. A pre-job conference shall be held at least forty-eight (48) hours prior to the starting of a job if requested in writing by the Union.

Section 2. Should an Employer evade a pre-job conference, said employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement. Section 1 will not apply providing the job constitutes not more than five (5) working days. It is agreed that a Contractor working within the jurisdiction of the Local Unions, parties of this Agreement, shall notify the Business Manager before starting to work.

**ARTICLE XIV
UNION REPRESENTATIVE**

It is agreed that the Business Manager, and/or full time Field Representative of the Local will have the right to visit all jobs where his men are employed subject to security regulations where in effect.

**ARTICLE XV
STEWARDS**

Section 1. The Business Manager may appoint a steward on all projects or portions of projects, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Employer will be advised in writing of the name of steward.

Section 2. The steward is to perform all duties assigned to him by the Business Manager. The steward is to work the same as any other employee on the job.

Section 3. It shall be the duty of the steward to report to the Union any accident to any of the men which may occur on the job where employed as soon as possible.

Section 4. The steward shall not be transferred from one project to another without advising the Business Manager.

Section 5. The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union.

Section 6. The steward shall not be discharged because he is performing his duties as steward, nor shall the steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

Section 7. The Steward shall work when there is any work to be performed by the Laborers. He shall be the last man on the job if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved.

Section 8. When a job is temporarily shut down due to weather, material shortages, or similar cause, and the employees are laid off, the steward shall be the first employee recalled to work when the work resumes, if qualified.

ARTICLE XVI LABOR FOREMAN

Section 1. It is agreed that all labor foremen designated by the Employer shall be members of one of the Local Unions signatory to this Agreement. Said foremen to have been a member of such Local Union for a period of not less than one (1) year.

Section 2. Where there are four (4) to twelve (12) Laborers employed on a job by any one Employer, there shall be a labor foreman. Labor Foremen shall receive seventy-five cents (\$.75) per hour above the highest paid Laborer under his supervision.

Section 3. When there are more than twelve (12) or more Laborers working for one contractor on a job, the labor foreman shall be paid one dollar (\$1.00) per hour above the highest paid Laborer under his supervision.

Section 4. Wherever Laborer Foremen are used, the foremen of other crafts shall contact the Laborer Foreman and he will issue all work assignments to the Laborers.

Section 5. It is agreed that a General Laborer Foreman when designated by the Employer shall receive two dollars (\$2.00) per hour above the highest paid Laborer under his supervision.

ARTICLE XVII WATCHMAN CLAUSE

Laborer Watchmen shall receive straight time pay for all Saturdays, Sundays, and Holidays. Time and one-half shall be paid for all overtime. If the watchmen are doing any work that comes under the classification other than watchmen in this Agreement, they shall be governed by the working rules and rates of this Agreement.

ARTICLE XVIII HOURS OF WORK AND HOLIDAYS

Section 1. Eight (8) hours shall constitute a day's work between the hours of 6:00 a.m. and 4:30 p.m. with one-half hour for lunch. Five (5) days shall constitute a week's work, Monday through Friday. All Saturday work will be paid at time and one-half (1½). All Sunday work will be paid at the double time rate of pay. The lunch period should begin between 11:30 a.m. and 12:30 p.m. Time worked during the regular lunch period shall be paid at the overtime rate of their respective rate of pay with thirty (30) minutes on company time for lunch. Employees must be allowed to eat lunch by 1:30 p.m.

Section 2. The Employer will be allowed flexible hours if the awarding agency so states.

Section 3. At the option of the Employer, four (4) ten (10) hour days, Monday through Thursday, may be utilized. Ten (10) consecutive hours exclusive of a one-half (½) hour lunch period between 12 noon and 12:30 p.m. All time worked beyond ten (10) hours on a regular work day or beyond forty (40) hours in a regular work week shall be paid at the rate of one and one-half (1½) times the hourly rate. In the event one or more days are lost due to inclement weather during a regular work week, then Friday may be utilized as a make-up day at the straight time rate of pay. This section shall be applied per project and all Friday make up and/or Friday overtime worked shall be done by Employees working on said project the prior Monday through Thursday. This section shall be effective only if it does not violate State of Illinois law.

This section does not apply where all Employees of the Employer on the project are not working under these provisions.

Section 4. Any overtime under thirty (30) minutes consists of thirty (30) minutes; over thirty (30) minutes shall be counted an hour.

Section 5. Legal Holidays shall be: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No work shall be done on Labor Day, except as a condition of extreme emergency, and then only after consent is given by the Business Manager. Should any of the aforementioned holidays fall on Sunday, the following Monday will be considered a holiday. Employees may take Veterans' Day off if desired without reprisal. Any work performed on Holidays shall be paid at the double time rate of pay.

Section 6. Where it is mutually agreed between the Employer and the Business Agent, the starting time for the daylight shift may be advanced. Laborers who are required to work ten (10) hours on job sites covered by this Agreement shall be provided with lunch if they so request, without cost to employee, and allowed to eat same without loss of time.

Section 7. Should a trade under a contractor's employ be granted coffee break(s) Laborers shall receive same.

Section 8. Any employee injured on a job who is unable to return to the job by written order of a doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work but requires subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in making such visits.

ARTICLE XIX SHOW-UP TIME

Section 1. When an Employer orders a certain number of men and these men appear on the job or shift at the time as requested then they must be put to work or paid one (1) hour's show-up time.

Section 2. When an employee employed on a job finishes his day's work and returns to work on the following day, he shall be allowed one (1) hour's show-up time, unless he has been notified two (2) hours before starting time that there would be no work.

Section 3. Compensation shall be paid to employees being taken out of the jurisdiction of their respective Local Union. Show-up time is not to be construed as compensation.

ARTICLE XX

STARTING TIME AND OVERTIME

Section 1. When an Employee commences work he must be given two (2) hours' employment or pay. Any Laborers working two (2) or more hours shall receive four (4) hours' employment or pay; any Laborer working four (4) hours or more shall receive six (6) hours' employment or pay; any Laborer working six (6) hours' or more shall receive eight (8) hours' employment or pay.

Section 2. When a man is required to remain on the job past the starting time and not put to work, he shall be entitled to two (2) hours' pay providing that he remains on the job for those two (2) hours.

Section 3. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement. All Saturday work will be paid at time and one-half (1½). All Sunday work will be paid at the double time rate of pay.

Section 4. On any election day workmen shall be given sufficient time off for the purpose of voting at their respective polling places.

Section 5. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.

Section 6. When an employee reports for work on a premium time day, he must be given two (2) hours' employment or pay. Any Laborers' working two (2) or more hours shall receive four (4) hours' employment or pay; any Laborer working four (4) hours or more shall receive six (6) hours' employment or pay; any Laborer working six (6) hours' or more shall receive eight (8) hours' employment or pay.

ARTICLE XXI

SHIFT WORK

Section 1. When so elected by the contractor, multiple shifts of at least three (3) consecutive days duration may be worked. When one (1), two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours' pay at the regular hourly wage rate for eight (8) hours' work.

Section 2. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly wage rate for seven and one half (7½) hours' work.

Section 3. The third shift (graveyard shift) shall begin at 12:30 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly wage rate for seven (7) hours' work.

Section 4. A lunch period of thirty (30) minutes shall be allowed on each shift. On continuous pouring operations, the men will be given a twenty (20) minute lunch period on each shift, without loss of pay or time. The twenty minute lunch will be staggered through each shift for the employees on that specific shift.

Section 5. Premium pay shall be One Dollar Twenty-five Cents (\$1.25) per hour for the second shift and One Dollar Seventy-five Cents (\$1.75) per hour for the third shift.

Section 6. Shift clause shall apply on regular work week only, 12:01 a.m. Monday through 12:00 p.m. Friday. All other work performed on Saturday, Sunday, or Holidays and all hours worked other than the regular shift hours shall be paid at the applicable overtime rate.

Section 7. There shall be no pyramiding applicable of overtime wage rates.

Section 8. If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the contractor involved and the Union.

Section 9. In the event that men are changed from one shift to another, there shall be four (4) hours lapse between shifts, otherwise the overtime wage rate shall be applicable.

Section 10. The provisions of Article XX, Section 1, shall apply to this Article (Shift Work).

Section 11. There shall be no requirement for a day shift when either a second or third shift is worked.

Section 12. If any of the trades that Laborers tend work a multi-shift operation wherein shift starting times are different than those established in this Agreement, the Laborers agree to change their starting time as long as they are not required to work more than the designated Shift Clause hours.

ARTICLE XXII

PAY DAY

Wages shall be paid in cash or by check weekly, and not more than five (5) days wages may be withheld at any time. In the event cash is paid, the employee shall be given a statement of earnings and deductions containing the Employer's name and address, date, the name of the person making the payment and the name of the person being paid. When checks are used the check stub shall have the Employee's name and also the Contractor's name, address, date and all earnings and deductions made for the pay period that is covered by that check. The Employer shall have the right to make such deductions from the Employee's salary as required by State and Federal laws for Social Security, income tax, and dues check-off. The Employer shall comply with all State and Federal laws governing the unemployment of men and liability to the general public, including workers' compensation, FICA benefits, and agrees to carry on all Laborers unemployment compensation.

Any workman laid off or discharged shall be paid his wages immediately unless otherwise approved by the Local Union Business Manager. In the event he is not paid off, waiting time at the regular straight time rate shall be charged until payment is made. When pay day is a regular holiday, employees shall be paid on the day before such holiday, prior to quitting time. On regular pay day employees must be paid prior to quitting time. Employees not paid prior to quitting time shall be entitled to pay at straight time rate for waiting time. In case of bad weather, the pay checks shall be ready by 11:00 a.m. on pay day. Regular pay day shall be determined at the pre-job conference or Agreement between the Business Manager and the Employer.

ARTICLE XXIII JURISDICTION OF WORK

It is agreed that this Agreement covers the work of Laborers in the following classes of work:

Tenders

Tending Masons, Plasterers, Carpenters, and other building crafts

Mixing, handling and conveying of all materials used by masons, plasters and other building and construction crafts, whether done by hand or by any process.

Drying of plastering when done by salamander heat

The cleaning and clearing of all debris

The building of scaffolding and staging for masons and plasterers

The excavations for buildings and all other construction

Digging of trenches, piers, foundations and holes

Digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes

The setting of all guide lines for machine or hand excavation and subgrading

The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors or for other construction

The wrecking, stripping, dismantling, and handling of concrete forms and false work

The building of centers for fireproofing purposes

The shoring, underpinning, and raising of all structures

Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable and so forth, under highways, roads, streets and alleys

All hand and power operating cross cut saws when used for clearing

All drilling, running jack hammers and blasting

All work in compressed air construction

Signal men in all construction work defined herein

All work of running mechanical buggies used in the pouring of concrete

All work on acetylene burners in salvaging

The wrecking of buildings and structures

Handling lights and maintaining of all lights, flares, and flashers

Setting and tying of all reinforcement in man holes and catch basin

Dirt and stone tamper

The blocking and tamping of concrete

The manning and handling of vibrators

The laying of sewer tile and conduit, and the pointing up of same and the setting of all manholes and pre-cast materials

The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks

The work of drill running and blasting, including wagon drills

The wrecking, stripping, dismantling, cleaning, moving and oiling of forms

The cutting off of concrete piles

Traffic Control Technician

Air and Deflection testing, Manhole Vacuum Testing, Hydro Jetting, Sewer Line Cleaning, Chemical Grouting and Televising.

Grade checking
GPS Operators
The work of a Concrete Specialist and Construction Specialist
Tree trimming and removal
All explosive handling and blasting work
Pilot cars for traffic control
Multi-Plate Pipe
The loading, unloading, handling and carrying to place of installation
of all rods, (and material for use in reinforcing) concrete and
the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction
of the Laborers' Union
Cleaning of windows
On jobs where contractor has a truck for on-job site hauling, all loading and unloading of materials will be done by
Laborers
Asbestos abatement (encapsulation and/or removal)
Waste Water Treatment Plant
Remote Tampers
Demolition of Non-Salvageable Material
Landscaping Work
Laser Beam Operator
All other labor work not awarded to any other craft
Hazardous Waste Worker
Lead Base Paint Abatement Worker
Asphalt Luteman, Shoveler, Raker and Screedman on Pavers
Lining of Pipe, Refusing Machine
Crack Sealing, Asphalt Sealing
Road Reflectors
Any Fabric-Petro Mat, Soil Seperator
Silt Fence, Pond Liners, Roads, Ponds and Ditches
Assisting on Directional Boring Machine
Surveillance and Traffic Surveillance
Trucks
Lawn Irrigation
Demolition of Pipe
Operation of Skidsteers and Forklifts
Hydro Seeder

The work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer work, tapping water services and forced lift station mechanical work. The work of laying storm sewer pipe and sanitary sewer pipe. Laborers will lay water main, storm sewer or sanitary sewer up to within five (5) feet of the building.
Power rigging of demolition and scrapping work.

The Employer recognizes the jurisdiction of the Labor Unions not included in this Agreement and also will abide by all Agreements in force between the Laborers' International Union of North America and the International Unions of other crafts.

The party of the first part agrees not to assign any work which in the past has been done by Laborers to any other craft or organization unless it has been so granted by a definite decision of the Building and Construction Trades Department of the American Federation of Labor or a court of competent jurisdiction.

**ARTICLE XXIV
JOB CLASSIFICATION**

BASIC LABORER RATE

(For Heavy/Highway Contract Only)

- Carpenter Tenders
- Tool Cribmen
- Firemen or Salamander Tenders
- Flagmen
- Gravel Box Men, Bumpmen and Spotters
- Form Handlers
- Material Handlers
- Fencing Laborers
- Cleaning Lumber
- Pit Men
- Material Checkers
- Dispatchers
- Landscapers
- Unloading Explosives
- Laying of Sod
- Planting of Trees
- Asphalt Plant Laborers
- Wrecking Laborers
- Writer of Scale Tickets
- Fire Shop Laborers
- Fireproofing Laborers
- Janitors
- Driving of Stakes, Stringlines for all Machinery
- Window Cleaning
- Demolition Worker
- Diver
- Explosive Handling
- Trimming and Removal of Trees
- Multi-Plate Pipe
- Pilot Cars for Traffic Control
- Power Rigging

SKILLED RATE CLASSIFICATION - Highway Construction

(Skilled Rate Classification applies to Heavy/Highway Contract Only)

- Asbestos Abatement Worker
- Handling of any materials with any Foreign Matter Harmful to
Skin or Clothing
- Track Laborers
- Cement Handlers
- Chloride Handlers
- The Unloading and Laborers with Steel Workers and Re-Bars
- Concrete Workers Wet
- Tunnel Helpers in Free Air
- Batch Dumpers
- Mason Tenders
- Kettle and Tar Men
- Tank Cleaners
- Plastic Installers
- Scaffold Workers
- Motorized Buggies or Motorized Unit Used for Wet Concrete
or Handling of Building Materials
- Laborers with De-Watering Systems
- Sewer Workers plus Depth
- Rod and Chainmen with Technical Engineers
- Rod and Chainmen with Land Surveyors

Rod and Chainmen with Surveyors
 Vibrator Operators
 Cement Silica, Clay, Fly Ash, Lime and Plasters, Handlers,
 (Bulk or Bag)
 Cofferdam Workers Plus Depth
 On Concrete Paving, Placing, Cutting and Tying of Reinforcing
 Deck Hand, Dredge Hand, and Shore Laborers
 Bankmen on Floating Plant
 Grade Checker
 Skidsteers
 Forklifts
 Power Tools
 Front End Man on Chip Spreaders
 Cassion Workers Plus Depth
 Gunnite Nozzel Men
 Lead man on Sewer Work
 Welders, Cutters, Burners and Torchmen
 Chainsaw Operators
 Jackhammer and Drill Operators
 Layout Man and/or Tile Layer
 Steel Form Setter - Street and Highway
 Air Tamping Hammerman
 Signal Man on Crane
 Concrete Saw Operator
 Screedman on Asphalt Pavers
 Laborers Tending Masons with Hot Material or Where Foreign
 Materials are used
 Mortar Mixer Operators
 Multiple Concrete Duct - Leadman
 Asphalt Luteman
 Asphalt Raker
 Asphalt Shoveler
 Asphalt Workers with Machine and Layers
 Curb Asphalt Machine Operator
 Ready Mix Scalemen, Permanent, Portable or Temporary Plant
 Laborers Handling Masterplate or Similar Materials
 Laser Beam Operator
 Concrete Buming Machine Operator
 Coring Machine Operator
 Plaster Tender
 Underpinning and Shoring of Buildings
 Pump Men
 Manhole and Catch Basin
 Dirt and Stone Tamper
 Hose Men on Concrete Pumps
 Hazardous Waste Worker
 Lead Base Paint Abatement Worker
 Lining of Pipe, Refusing Machine
 Assisting on Direct Boring Machine
 Blasters
 Hydro Seeder

The work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer work, tapping water services and forced lift station mechanical work. The work of laying storm sewer pipe and sanitary sewer pipe. Laborers will lay water main, storm sewer or sanitary sewer up to within five (5) feet of the building.

All Waste Water Treatment Plant Work.

All environmental work will be paid under Highway skilled rate. (Asbestos, Lead and Mold Remediation)

Traffic Control Technician

ARTICLE XXV

WAGES AND EMPLOYEE SECURITY

Section 1. All work performed at the overtime rate shall be paid accordingly, Construction one and one half (1½) times, with the exception of Sundays and Holidays which shall be paid at double (2) time.

Section 2. Wages for the Local Unions signatory to this Agreement are as outlined in Addendum I.

Section 3. Employees shall have the right within the limits set by Section 8 (b) (4) of the National Labor Relations Act as amended; and it shall not be a violation of this contract - nor cause for discharge or any other penalty -if an employee or employees (covered by this Agreement) refuse to go through a legal primary established Union picket line.

ARTICLE XXVI

WORKING RULES

Section 1. Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the work day.

Section 2. The Contractor shall furnish all tools, hip boots if needed, rainpants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over.

Section 3. Cement car men are to receive the same number of hours of employment per day as the other Laborers on the job.

Section 4. First Aid kits shall be furnished and maintained on all jobs.

Section 5. If an employee wishes to take a vacation, he shall notify his Employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

Section 6. There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

Section 7. A warm clean shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

Section 8. There will be a minimum of one (1) Laborer, or more if the job requires, to tend sawman, clean up, get new lumber, etc.

Section 9. There will be a minimum of one (1) Laborer, or more if the job requires, to tend sand blasting, tuck pointers and masons washing down walls.

Section 10. All work of the Employer shall be performed under mutually provided safety conditions which must conform to State and Federal regulations. It shall also be a requirement of the employee to conform to safety regulations and

measures as provided. If the employee refuses to comply with safety regulations after a warning in writing, he may be discharged.

Section 11. If a jackhammer or paving breaker is used, two (2) men will be used to operate same, if hammer weight is fifty (50) pounds or more when used horizontally, or eighty (80) pounds or more when used vertically. The second man will clean up when not operating hammer. The employees used for this work shall use safety glasses at all times, and if necessary, use respirators.

Section 12. No Laborer shall leave the tool shed prior to starting time and shall have all tools put away by quitting time unless instructed to work overtime.

Section 13. The Contractor shall furnish ice water in sanitary containers with sanitary drinking cups, or provide drinking water through sanitary drinking fountains. The water shall be available on the job at starting time and ice shall be available one (1) hour after starting time.

Section 14. Any work not covered by this Agreement or classification which comes under the jurisdiction of the Laborers shall be negotiated between the two (2) interested parties.

Section 15. On any project or job where a centrally located reporting place is designated, the employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one-half (½) mile or more from the point where the employees are to work. Vehicles shall be properly covered during cold and inclement weather.

Section 16. There shall be no scoop shovels used except on sawdust, cinders and snow - light weight aggregate.

Section 17. Transferring of employees from job to job during lunch period shall be allowed provided employee receives a lunch period.

Section 18. It is agreed that the unloading, handling and carrying of all steel in concrete paving is the work of the Laborer. It is also agreed that the placing, tying of all steel, including center strips, reinforcing (rods), wire fabrics and expansion joints in concrete paving is the work of the Laborer.

Section 19. Employees will be required to call the employer if he is not able to report for work.

Section 20. In the event of a tool checking system, where Laborers check tools, a Laborer shall be employed as tool crib man at minimum rate.

Section 21. When two (2) or more cement finishers are working, they shall have at least one (1) Laborer as helper or as many more as the job may require, until all Laborers' work is completed. Laborers will not stay for the final trowling, unless Laborers' work is contemplated.

Section 22. Surveillance will be paid at the basic rate up to forty (40) hours prior to overtime. The hours of work will be mutually agreed to between the Employer and the Union. Employees performing surveillance work only will not be part of the normal workforce.

Section 23. When an employee works at the basic or skilled rate before 12 noon he shall be paid at the applicable rate until the lunch hour. If an employee works after 12 noon at the basic or skilled rate, he shall be paid at the applicable rate until quitting time.

ARTICLE XXVII INTOXICANTS AND DRUGS

Section 1. Employees are the contractor's most valuable resource, and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, employers may develop and maintain a drug and alcohol testing program for their employees and supervisory personnel. Testing may be done prior to employment, and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$5,000 or more for replacement or repair). Laboratories selected to perform testing will be NIDA certified. Possession, sale or use of alcohol or unauthorized prescribed medicines on the employer's property, site of construction, or during working hours shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined under this policy).

Section 2. An applicant for employment with any signatory contractor can be required to submit to and pass a drug test at the employer's expense in order to continue his employment. Should the employer require a new applicant to be drug tested, that applicant shall be placed on the employer's payroll before testing begins. If an employee is notified that the results are positive, he/she shall be paid according to Article XVIII and discharged.

Section 3. Within three days after notification of a positive drug test result, an employee subject to this policy can request the employer to direct the Employer Personnel Director to authorize testing of the split sample at another NIDA laboratory of the employee's choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the employer shall reimburse the individual for the cost of that test and all time lost for a maximum of three (3) days and shall provide that individual with employment immediately.

Section 4. Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

Section 5. Any employee upon request shall receive a certified copy of his/her test results with no cost to the employee.

Section 6. For purposes of testing, a blood alcohol level of .04 or more is considered a reason for disqualifying employment.

ARTICLE XXVIII

DITCH AND TRENCH EXCAVATION

When Laborers are required to work in ditch or trench excavations five (5) feet below existing ground level or any fraction thereof, there shall be two (2) men in the ditch at all times and one (1) man outside of the ditch on top.

ARTICLE XXIX

ADJUSTMENT OF DISPUTES

Section 1. Initial Determination. Any dispute of any type concerning the interpretation or application of this Agreement between the Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance within ten (10) days, if possible.

Section 2. Negotiating Committee. In the event that matter is not settled, it shall, within fifteen (15) days, be referred to the Negotiating Committee consisting of a maximum of three (3) employer representatives, selected by the Association, and a maximum of three (3) Union representatives selected by the Union District Council involved, or any equal combination thereof. The determinations of the Negotiating Committee shall be governed by majority vote with each member in attendance having one (1) vote.

Section 3. Arbitration. Should the Negotiating committee be unable to resolve the matter, then the Union or the Employer may refer the matter to arbitration by so notifying the other party involved. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted, the parties shall within five (5) working days after receipt thereof select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. The cost of arbitration shall be born equally by both parties.

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of the Agreement or any agreement made supplementary thereto. Wages, hours, fringe benefits are not arbitrable.

Section 5. Conclusiveness and Enforcement. The decisions of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employers, Association and Employees and all claiming thereunder) shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE XXX

JURISDICTIONAL DISPUTES

It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

Section 1. Jurisdictional Dispute. As used in this agreement, the term "jurisdictional dispute" shall mean any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees.

Section 2. Procedures for Resolving Jurisdictional Disputes. All jurisdictional disputes shall be resolved in accordance with the following procedures.

Step 1. Meeting Between Unions and Employer. No later than two (2) work days after the Employer is notified that a jurisdictional dispute exists, the Employer will meet with the Unions involved and attempt to resolve the dispute informally.

Step 2. Employer Makes Work Assignment. In the event that there is no agreed resolution of the dispute at Step 1, the Employer, within two (2) days of the Step 1 meeting, shall assign the work as follows:

- A. If the work is covered in an applicable agreement of record between the Local and/or International Unions involved, the assignment will be in accordance with such agreement of record.
- B. In the event there is no applicable agreement of record, then the Employer shall assign the work in accordance with local area practice.
- C. In the event that no local area practice exists, the Employer shall assign the work in accordance with decisions of record.

If none of the criteria listed in subparagraphs (A) through (C) are applicable, the Employer may make the work assignment on the basis of economy and efficiency of operation, the well-being of the industry and the interests of the consumer.

Assignments of work shall be made only by the Employer or his designated representative.

Step 3. Arbitration. If the Union maintains that the Employer has made a work assignment that is not in accordance with the criteria established in Step 2, the Union may, within three (3) days of being notified of the work assignment, submit the dispute to arbitration. An arbitration hearing shall be held within seven days of the Union's request for Arbitration. The parties have jointly designated Joy Kessler to act as arbitrator in any dispute arising under this Article provided that she is available to hear the case within seven days. In the event that Joy Kessler is not available, John Hartnett will be the arbitrator, provided that he is available to hear the case within seven days.

The arbitrator has the authority to render a final and binding decision in the case. In deciding the dispute, the Arbitrator shall apply and follow the criteria set forth in Step 2, subparagraphs (A) through (D). The arbitrator will issue a written decision within five (5) days from the date of the hearing explaining her/his findings regarding the applicability of the Step 2 work assignment criteria to the facts of the case.

The Arbitrator's decision shall apply only to the one job in dispute.

Costs of Arbitration, including the arbitrator's fees and expenses, shall be shared equally by both parties.

Section 3. No Strike or Lockout. There shall be no strike or lockout during the attempt to resolve a jurisdictional dispute as set forth in this Article.

ARTICLE XXXI

MARKET PRESERVATION

The Business Agent, with the approval of the District Council Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

On jobs where non-signatory contractors are bidding, the terms and conditions of employment shall be as mutually agreed to by the Employer and the Union. Once concessions are granted by the Business Agent with approval of the District Council Business Manager the following procedure shall be strictly adhered to:

Step 1. Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such request shall be directed to the appropriate Business Agent, who shall as appropriate grant concessions and modifications necessary to assure continued work opportunities for employees.

Step 2. Once a Business Agent(s) agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified. The Union(s) shall also immediately notify the Association(s) have the bargaining rights for the Employer(s) who originally requested the modification. Notification of the Association shall be confirmed in writing as soon as practical.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) and Association(s) no later than two (2) working days prior to bid opening. Such concessions shall initially be transmitted to the appropriate Association(s) by telephone. However, as noted above, they must be confirmed in writing as soon as practical.

Step 3. Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project. However, it will be the responsibility of the individual Employers to request information regarding any possible adjustments from the Association office in his area. To insure that all individual Employers have equal access to contract concession information, the Employer Association shall serve as a clearinghouse for information regarding contract concessions.

Any wage adjustments granted as a part of concessions for a specific project shall be established on a percentage of the base wage rate. Fringes and contributions shall continue to be paid as provided in the respective Collective Bargaining Agreements.

ARTICLE XXXII

ENTIRE AGREEMENT OF PARTIES

Section 1. This represents the entire Agreement of the parties. The Employer understands that the Union is a fraternal society and as such, and in keeping the provision of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matter for its own use. However, such rules or regulations whether contained in a by-laws, constitution or otherwise, shall have no effect, directly or indirectly, upon this collective bargaining Agreement, any employment relationship, or the relationship between the parties.

Section 2. Individual contractors signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless ninety (90) days prior to the expiration of this or any subsequent Agreement said non-member contractor notifies the Union in writing that it revokes such authorization. Further, said non-member contractor agrees that notice served by the Union upon said Association and mediation service for reopening, termination, or commencement of negotiations shall constitute notice upon and covering the non-member contractors signatory hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures which officially binds said parties under the provisions of the Agreement.

SIGNED this APRIL day of 21ST, 2021, at Rockford, Illinois.

Glen Turpoff Date 4/21/21
NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION, INC.

FOR THE UNION:

Anthony Penn Date 4/20/2021
Business Manager
GREAT PLAINS LABORERS' DISTRICT COUNCIL

CONTRACTOR:

Name: _____

Address: _____

Address: _____

Signature: _____

Date: _____

ADDENDUM I
Heavy/Highway Construction
Wage and Fringe Benefits
Contributions and Deductions
EFFECTIVE: May 1, 2021

LOCAL UNION NO.	32	727
COUNTIES	Winnebago, DeKalb	Carroll, Lee, Jo Daviess, Whiteside, Stephenson, Ogle
BASIC LABORER RATE	\$38.75	\$41.38
SKILLED	\$41.90	\$44.53
PENSION FUND	\$16.76	\$15.70
ANNUITY PLAN	\$8.00 \$12.00* \$16.00*/	\$6.50 \$9.75* \$13.00*/
NORTH CENTRAL IL WELFARE	\$8.50	\$8.50
NORTHERN IL WELFARE	\$0.85	\$0.85
L.E.C.E.T.	\$0.20	\$0.20
MIDWEST FOUNDATION FOR FAIR CONTRACTING	\$0.12	\$0.12
TRAINING FUND	\$0.80	\$0.80
C.I.A.F.	\$0.54	\$0.47
TOTAL PACKAGE	\$74.52/\$77.67	\$74.52/\$77.67
VACATION FUND	\$3.00**/	\$3.00**/
DUES CHECK OFF	5.00%**	4.5%**
DUES CHECK OFF	\$0.05**/	\$0.38**/
MARKET PROMOTION	\$0.11**/	\$0.06**/
ORGANIZATIONAL FUND	\$0.25**/	\$0.25**/

- * Cents per hour on each overtime hour worked.
- */ Cents per hour on each overtime hour worked on Sundays or Holidays.
- **/ Cents per hour deducted from net wages.
- ** Percentage of Gross Pay.

CONTRACT INCREASES

May 1, 2021 \$2.20 plus .10 to skilled rate
 May 1, 2022 \$2.25 plus .10 to skilled rate
 May 1, 2023 \$2.30 plus .10 to skilled rate

The Market Promotion Fund and the Industry Advancement Fund contributions shall be in force at the specified rate for the duration of this Agreement unless mutually agreed by the Union and the Northwestern Illinois Contractors Association.

***Section 1. Fringe Benefits Fund.** The Employer agrees to make payments into the above listed fringe benefits fund as directed by the Union. Such increase in payments shall be deducted from the hourly rate listed in Addendums.

***Section 2. Pension Fund.** The Employer agrees to make payments to and be bound by the Central Laborers' Pension Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Pension Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

****Section 3. Welfare Fund.** The Employer agrees to make payments to and be bound by the North Central Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the North Central Illinois Laborers' Health & Welfare Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

****Section 3A. Welfare Fund.** The Employer agrees to make payments to and be bound by the Northern Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Northern Illinois Health & Welfare Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

****Section 4. Annuity Plan.** The Employer agrees to make payments to and be bound by the Northern Illinois Annuity Plan, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Northern Illinois Annuity Plan, the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement. Payments for the Northern Illinois Annuity Plan shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

****Section 5. Training Fund.** The Employer agrees to make payments to and be bound by the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program, the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement. Payments for the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

**** Section 6. Construction Industry Advancement Fund.** Effective May 1, 2021, the employer shall contribute fifty-four cents (\$.54) per hour for each actual hour worked by each employee within Local 32's jurisdiction covered by this Agreement, and forty-seven cents (\$.47) per hour for each actual hour worked by each employee within 727's jurisdiction covered by this Agreement to the Construction Industry Advancement Fund of Rockford, Illinois. The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Construction Industry Advancement Fund, its Rules and Regulations and the Trustees now serving. Primary purposes of the Advancement Fund, as set forth in the Trust Agreement, shall include apprenticeship training, advanced craft training and education, safety education, public relationships, and market development, and other educational and informational betterment of such employees and the common good of the Construction Industry. Payments to the Construction Industry Advancement Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

If a contractor, pursuant to an international agreement, refuses to pay monies into the Construction Industry Fund, the amount of that contribution will be added to the gross wage of the individual laborer.

****Section 7. Working Dues Check-Off.** Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall, upon receipt of a proper assignment executed by an employee deduct the authorized membership working dues from the wages of each employee and forward such monies promptly to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

The membership working dues within the jurisdiction of Laborers' Local Union Nos. 32 and 727 are listed above in this Addendum.

****Section 8. Market Promotion Fund.** The Employer agrees to make payments to and be bound by the Market Promotion Fund as listed in this Addendum per hour for each hour or portion thereof worked by an employee. Payments to the Market Promotion Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

****Section 9. Laborers'-Employers' Cooperation & Education Trust (L.E.C.E.T.).** The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Great Plains District Council Laborers'-Employers' Cooperation & Education Trust (GP-LECET), and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2021, the Employer shall contribute to the Trust the sum of twenty cents (\$.20) per hour for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

Employers that perform work on Windfarms and Pipelines shall pay a L.E.C.E.T. contribution of \$0.30 per hour.

****Section 10. Midwest Foundation for Fair Contracting, Inc.** The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Midwest Foundation for Fair Contracting, Inc., and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2021, the Employer shall contribute to the Trust the sum of twelve cents (\$.12) per hour for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

****Section 11. Laborers' of Illinois Vacation Fund.** The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers' of Illinois Vacation Fund, and all amendments thereto, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2021, the Employer shall deduct from the wages of his employees covered by this Agreement for Laborers' Local 32, the sum of \$3.00 per hour, and for Laborers' Local 727, \$3.00 per hour for each hour worked or paid to the employee and remit the same to the Laborers' of Illinois Vacation Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650 in the manner as from time to time prescribed by the Trustees of said Fund.

Laborers' Locals 32 & 727
Heavy/Highway Wage Addendum
Effective May 1, 2021

****Section 12. Organizational Fund.** The Employer agrees to make payments to and be bound by the Organizational Fund as listed in this Addendum per hour for each hour or portion thereof worked by an employee. Payments to the Organizational Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

Section 13. Payments to the office of the aforesaid Plans and Funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

*Payments made to the Central Laborers' Pension Fund office, P.O. Box 1267, Jacksonville, Illinois 62651. **MAKE ONE CHECK.**

Payments made to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650. **MAKE ONE CHECK.

SIGNED this _____ day of _____, 2021 at Rockford, Illinois.

FOR THE CONTRACTORS:



Glen L. Turpoff
NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION, INC.

4/21/21

Date

FOR THE UNION:



Anthony Penn, Business Manager
GREAT PLAINS LABORERS' DISTRICT COUNCIL

4/26/2021

Date

Laborers' Locals 32 & 727
Heavy/Highway Wage Addendum
Effective May 1, 2021
CONTRACTOR:

NAME: _____

ADDRESS: _____

ADDRESS: _____

SIGNATURE: _____

DATE: _____

LOCAL UNION NO. 32
Fortunato Salamone, Business Manager
7404 Cherryvale North Blvd.
Rockford, Illinois 61112
Phone: (815) 873-8875
Fax: (815) 873-8972
laborers@local32.us

LOCAL UNION NO. 727
James Lawson Jr, Business Manager
768 Bloody Gulch Road
Dixon, Illinois 61021
Phone: (815) 284-2049
Fax: (815) 284-1318
local-727@comcast.net

CENTRAL LABORERS' PENSION FUND

FUNDING IMPROVEMENT PLAN (2016)

PREFERRED SCHEDULE ADOPTION FORM – EXHIBIT A

(ONLY AVAILABLE TO EMPLOYERS COVERED BY
PREFERRED SCHEDULE OF THE 2014 REHABILITATION PLAN)

WHEREAS, the undersigned Union and Employer Association (or Employer, if applicable) are parties to a collective bargaining agreement that provides for contributions to the Central Laborers' Pension Fund ("Pension Fund"); and

WHEREAS, on February 15, 2016, the Pension Fund's Board of Trustees adopted a Funding Improvement Plan ("FIP") to improve the Pension Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

WHEREAS, the FIP includes Schedules which are effective March 30, 2016; and

WHEREAS, a copy of the FIP has been provided to the Union, the Employer Association, and the Employer; and

WHEREAS, the FIP, in accordance with PPA, requires the bargaining parties (*i.e., the Union and the Employer Association, or Employer, if applicable*) to every collective bargaining agreement providing for contributions to the Pension Fund to adopt one of the Schedules included in the FIP; and

WHEREAS, the Union and the Employer Association (or Employer, if applicable) have agreed to adopt the Preferred Schedule For Employers Covered Under Preferred Schedule of 2014 Rehabilitation Plan (Exhibit A) of the FIP and hereby seek to memorialize that agreement through this adoption form;

NOW THEREFORE, the Union and the Employer Association (or Employer, if applicable) hereby agree as follows:

1. The recitals stated above are incorporated by reference and are deemed to be a part of this Adoption Form.
2. The contribution rates to the Pension Fund shall be increased in accordance with and as described in the applicable schedule adopted herein.
3. The benefit changes described in the applicable schedule adopted herein are incorporated herein as if fully set forth in this Adoption Form. The benefit changes are effective on the date specified in the FIP and the applicable schedule adopted herein.

4. This Adoption Form shall be considered part of and an addendum to the collective bargaining agreement between the Union and the Employer Association (or Employer, if applicable). The FIP and schedule adopted herein are deemed to be part of this Adoption Form and are incorporated hereby as if fully set forth herein.

5. The provisions of the FIP, the schedule adopted herein, and this Adoption Form shall supersede any inconsistent provisions of the parties' collective bargaining agreement.

6. As set forth in the FIP and as contemplated and allowed by the provisions of the FPA, the Pension Fund's Board of Trustees has the discretionary authority to amend the FIP, including its Schedules, and amend the Pension Fund's plan of benefits set forth in the Pension Fund's governing documents.

7. This Adoption Form shall be effective this _____ day of _____, 20____.

For the agreement effective May 1, 2021 through April 30, 2022 covering Heavy & Highway Construction in the jurisdiction of Laborers' Local 32 and 727.

To acknowledge their agreement and acceptance of the applicable schedule of the Pension Fund's FIP adopted herein, the Union and the Employer Association (or Employer, if applicable) have caused their authorized representatives to place their signatures below:

FOR THE EMPLOYER ASSOCIATION:

Signature: _____

Name of Association: Northwestern Illinois Contractors Association, Inc.

Position: ADMINISTRATOR Date: 4/21/21

FOR THE UNION:

Signature: _____

Name: Great Plains Laborers' District Council

Position: Business Manager Date: 4/20/2021

ADDENDUM I
Heavy/Highway Construction
Wage and Fringe Benefits
Contributions and Deductions
EFFECTIVE: May 1, 2022

LOCAL UNION NO.	32	727
COUNTIES	Winnebago, DeKalb	Carroll, Lee, Jo Daviess, Whiteside, Stephenson, Ogle
BASIC LABORER RATE	\$40.94	\$43.07
SKILLED	\$44.19	\$46.32
PENSION FUND	\$16.76	\$15.70
ANNUITY PLAN	\$8.00 \$12.00* \$16.00*/	\$7.00 \$10.50* \$14.00*/
NORTH CENTRAL IL WELFARE	\$8.50	\$8.50
NORTHERN IL WELFARE	\$0.85	\$0.85
L.E.C.E.T.	\$0.23	\$0.23
MIDWEST FOUNDATION FOR FAIR CONTRACTING	\$0.15	\$0.15
TRAINING FUND	\$0.80	\$0.80
C.I.A.F.	\$0.54	\$0.47
TOTAL PACKAGE	\$76.77/\$80.02	\$76.77/\$80.02
VACATION FUND	\$3.00**/	\$3.00**/
DUES CHECK OFF	5.00%**	4.5%**
DUES CHECK OFF	\$0.05**/	\$0.38**/
MARKET PROMOTION	\$0.11**/	\$0.06**/
ORGANIZATIONAL FUND	\$0.25**/	\$0.25**/

- * Cents per hour on each overtime hour worked.
- */ Cents per hour on each overtime hour worked on Sundays or Holidays.
- **/ Cents per hour deducted from net wages.
- ** Percentage of Gross Pay.

CONTRACT INCREASES

May 1, 2021 \$2.20 plus .10 to skilled rate
 May 1, 2022 \$2.25 plus .10 to skilled rate
 May 1, 2023 \$2.30 plus .10 to skilled rate

The Market Promotion Fund and the Industry Advancement Fund contributions shall be in force at the specified rate for the duration of this Agreement unless mutually agreed by the Union and the Northwestern Illinois Contractors Association.

***Section 1. Fringe Benefits Fund.** The Employer agrees to make payments into the above listed fringe benefits fund as directed by the Union. Such increase in payments shall be deducted from the hourly rate listed in Addendums.

***Section 2. Pension Fund.** The Employer agrees to make payments to and be bound by the Central Laborers' Pension Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Pension Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

****Section 3. Welfare Fund.** The Employer agrees to make payments to and be bound by the North Central Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the North Central Illinois Laborers' Health & Welfare Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

****Section 3A. Welfare Fund.** The Employer agrees to make payments to and be bound by the Northern Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Northern Illinois Health & Welfare Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

****Section 4. Annuity Plan.** The Employer agrees to make payments to and be bound by the Northern Illinois Annuity Plan, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Northern Illinois Annuity Plan, the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement. Payments for the Northern Illinois Annuity Plan shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

****Section 5. Training Fund.** The Employer agrees to make payments to and be bound by the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program, the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement. Payments for the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

**** Section 6. Construction Industry Advancement Fund.** Effective May 1, 2022, the employer shall contribute fifty-four cents (\$.54) per hour for each actual hour worked by each employee within Local 32's jurisdiction covered by this Agreement, and forty-seven cents (\$.47) per hour for each actual hour worked by each employee within 727's jurisdiction covered by this Agreement to the Construction Industry Advancement Fund of Rockford, Illinois. The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Construction Industry Advancement Fund, its Rules and Regulations and the Trustees now serving. Primary purposes of the Advancement Fund, as set forth in the Trust Agreement, shall include apprenticeship training, advanced craft training and education, safety education, public relationships, and market development, and other educational and informational betterment of such employees and the common good of the Construction Industry. Payments to the Construction Industry Advancement Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

If a contractor, pursuant to an international agreement, refuses to pay monies into the Construction Industry Fund, the amount of that contribution will be added to the gross wage of the individual laborer.

****Section 7. Working Dues Check-Off.** Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall, upon receipt of a proper assignment executed by an employee deduct the authorized membership working dues from the wages of each employee and forward such monies promptly to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

The membership working dues within the jurisdiction of Laborers' Local Union Nos. 32 and 727 are listed above in this Addendum.

****Section 8. Market Promotion Fund.** The Employer agrees to make payments to and be bound by the Market Promotion Fund as listed in this Addendum per hour for each hour or portion thereof worked by an employee. Payments to the Market Promotion Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

****Section 9. Laborers'-Employers' Cooperation & Education Trust (L.E.C.E.T.).** The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Great Plains District Council Laborers'-Employers' Cooperation & Education Trust (GP-LECET), and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2022, the Employer shall contribute to the Trust the sum of twenty-three cents (\$.23) per hour for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

Employers that perform work on Windfarms and Pipelines shall pay a L.E.C.E.T. contribution of \$0.30 per hour.

****Section 10. Midwest Foundation for Fair Contracting, Inc.** The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Midwest Foundation for Fair Contracting, Inc., and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2022, the Employer shall contribute to the Trust the sum of fifteen cents (\$.15) per hour for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

****Section 11. Laborers' of Illinois Vacation Fund.** The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers' of Illinois Vacation Fund, and all amendments thereto, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2022, the Employer shall deduct from the wages of his employees covered by this Agreement for Laborers' Local 32, the sum of \$3.00 per hour, and for Laborers' Local 727, \$3.00 per hour for each hour worked or paid to the employee and remit the same to the Laborers' of Illinois Vacation Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650 in the manner as from time to time prescribed by the Trustees of said Fund.

Laborers' Locals 32 & 727
Heavy/Highway Wage Addendum
Effective May 1, 2022

****Section 12. Organizational Fund.** The Employer agrees to make payments to and be bound by the Organizational Fund as listed in this Addendum per hour for each hour or portion thereof worked by an employee. Payments to the Organizational Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5850.

Section 13. Payments to the office of the aforesaid Plans and Funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

*Payments made to the Central Laborers' Pension Fund office, P.O. Box 1267, Jacksonville, Illinois 62851. **MAKE ONE CHECK.**

Payments made to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5850. **MAKE ONE CHECK.

SIGNED this 26TH day of April, 2022 at Rockford, Illinois.

FOR THE CONTRACTORS:



Glen L. Turpoff

NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION, INC.

4.26.2022
Date

FOR THE UNION:



Anthony Penn, Business Manager
GREAT PLAINS LABORERS' DISTRICT COUNCIL

4/28/2022
Date

Laborers' Locals 32 & 727
Heavy/Highway Wage Addendum
Effective May 1, 2022

CONTRACTOR:

NAME: _____

ADDRESS: _____

ADDRESS: _____

SIGNATURE: _____

DATE: _____

LOCAL UNION NO. 32
Fortunato Salamone, Business Manager
7404 Cherryvale North Blvd.
Rockford, Illinois 61112
Phone: (815) 873-8875
Fax: (815) 873-8972
laborers@local32.us

LOCAL UNION NO. 727
James Lawson Jr, Business Manager
768 Bloody Gulch Road
Dixon, Illinois 61021
Phone: (815) 284-2049
Fax: (815) 284-1318
local-727@comcast.net

**GREAT PLAINS
LABORERS' DISTRICT COUNCIL
ARTICLES OF AGREEMENT
Covering
BUILDING CONSTRUCTION**

**Within the Jurisdiction of
Local Unions 32 and 727
Winnebago, DeKalb, Stephenson, Jo Daviess,
Whiteside, Carroll, Lee, Ogle**

EFFECTIVE:

May 1, 2022 through April 30, 2026

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BUILDING CONSTRUCTION
AGREEMENT**

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**GREAT PLAINS
LABORERS' DISTRICT COUNCIL
ARTICLES OF AGREEMENT**

**Covering
BUILDING CONSTRUCTION**

**Within the Jurisdiction of
Local Unions 32 and 727**

**ARTICLE I
RECOGNITION**

Section 1. This Agreement made and entered into between the Northern Illinois Building Contractors Association, Inc., party of the first part, for their members and those firms for whom they have bargaining rights, hereinafter called the Association and the Laborers' International Union of North America, Local Unions 32; Rockford & DeKalb and Local 727; Dixon, party of the second part, hereinafter called the Union.

Section 2. It is understood and agreed that this Agreement shall be in effect on construction work, either Federal, State, County, Township, City, or private work within the boundaries of the above mentioned Local Unions.

Section 3. The conditions of employment set forth shall prevail from May 1, 2022, through April 30, 2025, and shall continue in effect from year to year thereafter unless either party to this Agreement gives sixty (60) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon the expiration of same.

Section 4. This Agreement shall supersede all agreements now in force, covering working conditions, with proper Addendum covering wages, within the jurisdiction of the Local Unions signatory to this Agreement.

Section 5. The term "Laborers", as used in articles covering working conditions, shall apply to any employee covered by these Articles of Agreement including Mason Tenders and charter grants by the AFL-CIO.

**ARTICLE II
PURPOSE**

Section 1. The purpose of this Agreement is to set forth the Agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish effective and impartial procedure for the peaceful settlement of disputes and grievances.

Section 2. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours, and other working conditions for all Laborers and (Laborer) watchmen in its employ. The Union herein requested recognition from each employer as the majority or section 9(a) representative of its bargaining unit employees; that each employer recognized the Union as the majority or Section 9(a) bargaining representative; and that each employer's recognition herein was based upon the union's having shown, or having offered to show, conclusive evidence of majority support in the appropriate bargaining unit herein.

Section 3. Union Security. All present employees who are or become members of the Union shall remain members, as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment, after seven (7) days following the beginning of their employment or the effective date of this contract, whichever is later, as authorized in Section 8 (a) (3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this contract to complete or maintain his membership because of nonpayment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further that no Employer or the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

ARTICLE III

REFERRAL CLAUSE and CODE OF PERFORMANCE

Section 1. The Employer shall obtain Laborers for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Offices as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, or national origin.

When an Employer calls the Referral Office for Laborers they shall be dispatched in a non-discriminatory manner as follows:

Registrations and referrals shall be on a nondiscriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Referral Office shall maintain the following lists on which Laborers in the construction and maintenance industry may register at any time during the hours which the Referral Office is open.

The parties to this Agreement shall post in places where notices to employees and apprenticeship applicants for employment are customarily posted, all provisions of this Agreement relating to referral procedure and Union Security.

The Employer shall recognize the Union's Referral Offices in the geographic area covered by this Agreement.

- (A) Group A - All Laborers who have been employed as a construction laborer for 1000 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last two (2) years.
- (A-1) Group A-1 - All apprentices will be on the A-1 list and will be listed according to their apprentice year.

APPRENTICE WAGE PROGRESSION

0-750 Hours	75% of the journeyworker rate and full fringe benefits
751-1000 Hours	80% of the journeyworker rate and full fringe benefits
1001-2000 Hours	85% of the journeyworker rate and full fringe benefits
2001-3000 Hours	95% of the journeyworker rate and full fringe benefits

APPRENTICE RATIOS

One (1) journeyworker to one (1) apprentice on a two (2) worker job
One apprentice to two (2) journeyworkers on a three (3) worker job
Two (2) apprentices to four (4) journeyworkers on a six (6) worker job
Three (3) apprentices to nine (9) journeyworkers on a twelve (12) worker job
Four (4) apprentices to twenty-five (25) journeyworkers
Five (5) apprentices to thirty-five (35) journeyworkers
Six (6) apprentices to fifty-five (55) journeyworkers
One (1) apprentice to twenty (20) journeyworkers thereafter

- (B) Group B - All Laborers who have been employed as a construction laborer for 500 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last one (1) year.
- (C) Group C - All Laborers who have been employed as a construction laborer for 60 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last one (1) year.

Group D - All Laborers not qualifying for Group A, Group B and Group C above.

All Laborers based on hours worked, shall move a maximum of one group per calendar year January through December.

Apprentices shall be referred under a separate out-of-work list, and shall be listed according to their apprenticeship year.

The foregoing list shall be maintained on the basis of the written statement of the Laborer seeking active employment and such other information available to the Referral Office. All Local Unions will require employees to fill out the same referral sheet.

Section 2. All Laborers registered for active employment shall set forth their name, address, and telephone number and classification or classifications of work sought.

Registration and referral of such Laborers shall be done by groups as set out above. Each Laborer shall be registered in the highest group for which he qualifies and registrants in Group A shall be first referred, then Group B and then Group C and then Group D in that order.

The name of a registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive two (2) days' pay at straight time if employed.

Section 3. The Employer shall not request a Group C or Group D registrant by name in the month of December, January, February or March.

Section 4. Employers may request former employees for referral to a job or project, in writing if requested by the Business Manager, and the Union Referral Office shall refer said former employees to the job or project, provided they are properly registered Laborers in the Referral Office, are available for work at the time of the request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographic area of the Referral Office within thirty-six (36) months prior to the request; and provided further that no employees shall be laid off or discharged to make room for such former employees.

Section 5. The Employer retains the right to reject any job Laborer referred. The Employer shall have the right to hire and discharge. If an Employer rejects any referral, the Employer must immediately contact the Union office for additional referrals. The Union may, within three (3) days after a member has been rejected or discharged, request the reasons of the rejection or discharge in writing. Hiring of employees shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation or Union membership, policies or requirements.

Section 6. The Employer in requesting Laborers shall specify to the Union (a) the number of employees required; (b) the location of the project; (c) the nature and type of construction, demolition, etc., involved; (d) the work to be performed; and (e) such other information as is deemed essential by the Employer in order to enable the Union Referral office to make proper referral of qualified Laborers.

Section 7. If a registrant Laborer, referred to employment in regular order, refuses to accept such referral or employment, his name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any Laborer whose name appears on the registration or referral list, if such Laborer is not available when referrals are made.

Section 8. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified Laborers the Union may contact other Laborer Locals to fulfill the Employers' request. Then if the referral facilities maintained by the Union are unable to fulfill the request of an Employer within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays and Holidays excepted) the Employer may employ applicants directly. In such event, the Employer shall notify the Union Office of the names of the persons employed and the dates of hirings, such notice shall be given within forty-eight (48) hours of the hiring.

Section 9. It is understood and agreed that any employee employed by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location or on any project within the jurisdiction of the referring Local Union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in the displacement of another employee.

CODE OF PERFORMANCE

To implement the LIUNA Code of performance adopted by LIUNA, the Employer agrees to designated discharges "for cause", when appropriate and to substantiate such cause if necessary in proceedings under the Code of Performance.

This clause is intended only to assist the Union in implementing its Code of performance, and a worker's only rights there under are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this agreement, including not creating any new or additional right to reinstatement with or back pay from the Employer.

- (a) Should any Laborer referred for employment be terminated for cause as defined under the Laborers' Code of Performance, his or her referral privileges shall be suspended automatically for one month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge). A termination for

cause" under the Code is defined to include a termination for excessive absenteeism, excessive tardiness, insubordination, theft or lack of required skills. Lack of skills does not apply to apprentices.

- (b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of a designated panel or an arbitrator shall be final and binding.
 - (c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council, may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion
 - (d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it
 - (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue/s. The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.
2. LIUNA Local Unions 32 and 727 of the Great Plains Laborers' District Council agrees to indemnify and save the Employer against any and all claims, demands, actions, damages, orders and decrees for the payment of any monies, including penalties and back wages, that may arise out of or by reason of action taken by or the failure to act by any of the afore mentioned Local Unions of the Great Plains Laborers' District Council when obligated to do so in connection with the provisions governing operations of the Union's Referral Office and Code of Performance.

ARTICLE IV

KEY MAN

The number of Key Laborers, if any, will be decided upon between the Contractor and the Union at the Pre-Job Conference. The Contractor shall provide the local union with the qualifications and job descriptions in writing of any Key Laborers, if any. Under no circumstances will any Key Man be allowed on any job or project where the Contractor employs only one (1) laborer.

In the event that an out of town contractor is paying any Laborer(s) a higher wage/fringe benefit package than set forth in Laborers' Local 32 and 727's Building Agreements that contractor shall pay the higher wage/fringe packages to all other Laborers working on their projects in Laborers' Local 32 and 727's Jurisdiction. This will be done by increasing the hourly wage of these Laborers. Employers who have maintained their main construction yard and office in Laborers' Local 32 and 727 Jurisdiction are exempt from this paragraph.

ARTICLE V

PENALTY FOR FAILURE TO PAY WAGES

If any Employer fails to pay wages as established within this Agreement, the arbitration procedure herein provided for shall become inoperative after a twenty-four (24) hour notification to the Employer and the Association by the Union and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

ARTICLE VI

WORKERS' COMPENSATION

Section 1. The Contractor shall carry Workers' Compensation, and agrees to carry on all Laborers' unemployment compensation regardless of the number of employees or the period of time for which they are employed and upon request from the Union, the Contractor (Employer) shall provide a copy of the certificate of insurance.

Section 2. It is agreed that when an Employer requires the Laborer to perform work for him in an individual capacity when such work is not within the usual scope of his employment, thereby preventing recovery for injuries under the Workers' Compensation Act, no such request shall be made by the Employer to any Laborer unless he is sufficiently covered by either Workers' Compensation liability or such other type of insurance that would protect said Laborer in case of injury. Failure to comply with the above requirement shall constitute a violation of this Agreement.

Section 3. FICA and Medicare benefits will be deducted from the wages of the employee and the Employer will remit the employee's share and the Employer's equal share to the Internal Revenue Service.

ARTICLE VII

BONDING REQUIREMENTS

Unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least three full years immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement a surety bond in the amount of Fifty Thousand Dollars (\$50,000) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund, Annuity

Fund, Welfare Fund, Laborers'-Employers' Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund payments.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund, when due the aggrieved employees or the Trustees of the Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund after written notice to the Employer and bonding Company, file claim to obtain payment costs and reasonable attorneys' fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

ARTICLE VIII LIABILITY CLAUSE

Section 1. It is understood and agreed that the negotiating agent (Associations) shall in no event be bound as a principal or employer hereunder, or be held liable as a principal or employer in any manner for breach of this contract by any party hereto that the liability of the Employer hereunder is several and not joint.

Section 2. It is understood and agreed that the District Council is acting only as Agent to negotiate and execute this Agreement and in no event shall the District Council be bound as a principal or be held liable in any manner for any breach of this contract by any Local Union. It is further agreed and understood that the liabilities of the Local Unions who are bound by this contract shall be several and not joint.

ARTICLE IX PENSION, ANNUITY, WELFARE, LABORERS'-EMPLOYERS' COOPERATION AND EDUCATION TRUST, MIDWEST FOUNDATION FOR FAIR CONTRACTING, ILLINOIS LABORERS' AND CONTRACTORS JOINT APPRENTICESHIP AND TRAINING FUND, ADVANCEMENT FUND, VACATION FUND, APPRENTICESHIP AND CHECK-OFFS

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Pension Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into an Annuity Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Health and Welfare Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Laborers'-Employers' Cooperation and Education Trust the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Midwest Foundation for Fair Contracting the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Construction Industry Advancement Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Laborers' of Illinois Vacation Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

Apprenticeship - The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Fund, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

The Employer agrees that upon termination of contributions to the Pension, Annuity, Health and Welfare, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Vacation and Training Funds said hourly contribution shall be applied to the Laborers' hourly wage rate per Addendum I.

The Employer agrees that any Local Union having a work assessment check-off, a building fund check-off, or any check-off as outlined in the Addendum it will be recognized and become part of this Agreement.

If any Employer fails to pay into the above said funds, the arbitration procedure provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

ARTICLE X

CHIMNEY, TUNNEL, AND RAILROAD AGREEMENTS

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Stack Agreement" covering erection, alteration, repair, and demolition of reinforced concrete and masonry chimneys.

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Railroad Construction Agreement" when the work awarded pertains to construction of railroad work.

All work coming under the Tunnel Agreement of the International Union will be done in accordance with the National Tunnel Agreement.

In the above instances, it shall be the duty of the Contractor to notify the regional offices of the Laborers' International Union of North America under whose jurisdiction the work is to be performed, when they are low bidder on a "Chimney Job" or "Railroad Construction Job" for the purpose of holding a pre-job conference covering that particular job. The Contractor involved shall notify Mr. John F. Penn, Vice President and Midwest Regional Manager, Laborers' International Union of North America, Midwest Regional Office, 1 North Old State Capital Plaza, Suite 525, Springfield, Illinois 62701. Phone: (217) 522-3381.

All maintenance work may be done under the "President's Maintenance Agreement".

ARTICLE XI

INVALIDITY AND SEVERABILITY

It is the intent of both parties to this Agreement to comply fully with all State and Federal laws and Presidential Executive Orders. If it is found by a court of competent jurisdiction that any section of this Agreement is in conflict with any State or Federal laws or Presidential Executive Orders then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the law or Presidential Executive Order. Deadlocks in such renegotiations shall be submitted to arbitration. All other sections and articles of this Agreement shall remain in full force and effect.

ARTICLE XIa

MANAGEMENT'S RIGHTS

On any project where the bidding list includes an established, legitimate, non-union contractor, the Association, or employer may request and the Union must accept a meeting with the Association, the employer, and any other applicable trades to discuss a possible project agreement. This in no way binds the Union to issue or

accept a project Agreement; however, any project agreement will apply to all Union contractors bidding the project in question.

ARTICLE XII SUBCONTRACTING

No employer may subcontract or assign any of the work described herein, which is to be performed at the job site to any contractor, subcontractor or other party who fails to sign an agreement with the conditions of employment contained herein.

ARTICLE XIII PRE-JOB CONFERENCE

Section 1. A pre-job conference shall be held at least forty-eight (48) hours prior to the starting of a job if requested in writing by the Union.

Section 2. Should an Employer evade a pre-job conference, said employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement. Section 1 will not apply providing the job constitutes not more than five (5) working days. It is agreed that a Contractor working within the jurisdiction of the Local Unions, parties of this Agreement, shall notify the Business Manager before starting to work.

ARTICLE XIV UNION REPRESENTATIVE

It is agreed that the Business Manager, and/or full time Field Representative of the Local will have the right to visit all jobs where his men are employed subject to security regulations where in effect.

ARTICLE XV STEWARDS

Section 1. The Business Manager may appoint a steward on all projects or portions of projects, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Employer will be advised in writing of the name of steward.

Section 2. The steward is to perform all duties assigned to him by the Business Manager. The steward is to work the same as any other employee on the job.

Section 3. It shall be the duty of the steward to report to the Union any accident to any of the men which may occur on the job where employed as soon as possible.

Section 4. The steward shall not be transferred from one project to another without advising the Business Manager.

Section 5. The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union.

Section 6. The steward shall not be discharged because he is performing his duties as steward, nor shall the steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

Section 7. The Steward shall work when there is any work to be performed by the Laborers. He shall be the last man on the job if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved.

ARTICLE XVI LABOR FOREMAN

Section 1. It is agreed that all labor foremen designated by the Employer shall be members of one of the Local Unions signatory to this Agreement. Said foremen to have been a member of such Local Union for a period of not less than one (1) year.

Section 2. Where there are four (4) to twelve (12) Laborers employed on a job by any one Employer, there shall be a labor foreman. Labor Foremen shall receive one dollar (\$1.00) per hour above the highest paid Laborer under his supervision.

Section 3. When there are more than twelve (12) or more Laborers working for one contractor on a job, the labor foreman shall be paid one dollar and twenty-five cents (\$1.25) per hour above the highest paid Laborer under his supervision.

Section 4. Wherever Laborer Foremen are used, the foremen of other crafts shall contact the Laborer Foreman and he will issue all work assignments to the Laborers.

Section 5. It is agreed that a General Laborer Foreman when designated by the Employer shall receive two dollars (\$2.00) per hour above the highest paid Laborer under his supervision.

ARTICLE XVII WATCHMAN CLAUSE

Laborer Watchmen shall receive straight time pay for all Saturdays, Sundays, and Holidays. Time and one-

half shall be paid for all overtime. If the watchmen are doing any work that comes under the classification other than watchmen in this Agreement, they shall be governed by the working rules and rates of this Agreement.

ARTICLE XVIII HOURS OF WORK AND HOLIDAYS

Section 1. Eight (8) hours shall constitute a day's work between the hours of 6:00 a.m. and 4:30 p.m. with one-half hour for lunch. Five (5) days shall constitute a week's work, Monday through Friday. All Saturday work will be paid at time and one half (1½). The lunch period should begin between 11:30 a.m. and 12:30 p.m.. Time worked during the regular lunch period shall be paid at the overtime rate of their respective rate of pay with thirty (30) minutes on company time for lunch. Employees must be allowed to eat lunch by 1:30 p.m.

Section 2. The Employer will be allowed flexible hours if the awarding agency so states.

Section 3. At the option of the Employer, four (4) ten (10) hour days, Monday through Thursday, may be utilized. Ten (10) consecutive hours exclusive of a one-half (½) hour lunch period between 12 noon and 12:30 p.m. All time worked beyond ten (10) hours on a regular work day or beyond forty (40) hours in a regular work week shall be paid at the rate of one and one-half (1½) times the hourly rate. In the event one or more days are lost due to inclement weather during a regular work week, then Friday may be utilized as a make-up day at the straight time rate of pay. This section shall be applied per project and all Friday make up and/or Friday overtime worked shall be done by Employees working on said project the prior Monday through Thursday. This section shall be effective only if it does not violate State of Illinois law.

This section does not apply where all Employees of the Employer on the project are not working under these provisions.

Section 4. Any overtime under thirty (30) minutes consists of thirty (30) minutes; over thirty (30) minutes shall be counted an hour.

Section 5. Legal Holidays shall be: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No work shall be done on Labor Day, except as a condition of extreme emergency, and then only after consent is given by the Business Manager. Should any of the aforementioned holidays fall on Sunday, the following Monday will be considered a holiday. Employees may take Veterans' Day off if desired without reprisal. Any work performed on Holidays or Sundays shall be paid at the double time rate of pay.

Section 6. Where it is mutually agreed between the Employer and the Business Agent, the starting time for the daylight shift may be advanced. Laborers who are required to work ten (10) hours on job sites covered by this

Agreement shall be provided with lunch if they so request, without cost to employee, and allowed to eat same without loss of time.

Section 7. Should a trade under a contractor's employ be granted coffee break(s) Laborers shall receive same.

Section 8. Any employee injured on a job who is unable to return to the job by written order of a doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work but requires subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in making such visits.

ARTICLE XIX SHOW-UP TIME

Section 1. When an Employer orders a certain number of men and these men appear on the job or shift at the time as requested then they must be put to work or paid one (1) hour's show-up time.

Section 2. When an employee employed on a job finishes his day's work and returns to work on the following day, he shall be allowed one (1) hour's show-up time, unless he has been notified two (2) hours before starting time that there would be no work.

Section 3. Compensation shall be paid to employees being taken out of the jurisdiction of their respective Local Union. Show-up time is not to be construed as compensation.

ARTICLE XX STARTING TIME AND OVERTIME

Section 1. When an Employee commences work he must be given two (2) hours' employment or pay. Any Laborers working two (2) or more hours shall receive four (4) hours' employment or pay; any Laborer working four (4) hours or more shall receive six (6) hours' employment or pay; any Laborer working six (6) hours' or more shall receive eight (8) hours' employment or pay.

Section 2. When a man is required to remain on the job past the starting time and not put to work, he shall be entitled to two (2) hours' pay providing that he remains on the job for those two (2) hours.

Section 3. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.

Section 4. On any election day workmen shall be given sufficient time off for the purpose of voting at their respective polling places.

Section 5. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.

Section 6. When an employee reports for work on a premium time day, he must be given two (2) hours' employment or pay. Any Laborers' working two (2) or more hours shall receive four (4) hours' employment or pay; any Laborer working four (4) hours or more shall receive six (6) hours' employment or pay; any Laborer working six (6) hours' or more shall receive eight (8) hours' employment or pay.

ARTICLE XXI SHIFT WORK

Section 1. When so elected by the contractor, multiple shifts of at least three (3) consecutive days duration may be worked. When one (1), two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours' pay at the regular hourly wage rate for eight (8) hours' work.

Section 2. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly wage rate for seven and one half (7½) hours' work.

Section 3. The third shift (graveyard shift) shall begin at 12:30 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly wage rate for seven (7) hours' work.

Section 4. A lunch period of thirty (30) minutes shall be allowed on each shift. On continuous pouring operations, the men will be given a twenty (20) minute lunch period on each shift, without loss of pay or time. The twenty minute lunch will be staggered through each shift for the employees on that specific shift.

Section 5. Premium pay shall be One Dollar Twenty-five Cents (\$1.25) per hour for the second shift and One Dollar Seventy-five Cents (\$1.75) per hour for the third shift.

Section 6. Shift clause shall apply on regular work week only, 12:01 a.m. Monday through 12:00 p.m. Friday. All other work performed on Saturday, Sunday, or Holidays and all hours worked other than the regular shift hours shall be paid at the applicable overtime rate.

Section 7. There shall be no pyramiding applicable of overtime wage rates.

Section 8. If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the contractor involved and the Union.

Section 9. In the event that men are changed from one shift to another, there shall be four (4) hours lapse between shifts, otherwise the overtime wage rate shall be applicable.

Section 10. The provisions of Article XX, Section 1, shall apply to this Article (Shift Work).

Section 11. There shall be no requirement for a day shift when either a second or third shift is worked.

Section 12. If any of the trades that Laborers tend work a multi-shift operation wherein shift starting times are different than those established in this Agreement, the Laborers agree to change their starting time as long as they are not required to work more than the designated Shift Clause hours.

ARTICLE XXII

PAY DAY

Wages shall be paid in cash or by check weekly, and not more than five (5) days wages may be withheld at any time. In the event cash is paid, the employee shall be given a statement of earnings and deductions containing the Employer's name and address, date, the name of the person making the payment and the name of the person being paid. When checks are used the check stub shall have the Employee's name and also the Contractor's name, address, date and all earnings and deductions made for the pay period that is covered by that check. The Employer shall have the right to make such deductions from the Employee's salary as required by State and Federal laws for Social Security, income tax, and dues check-off. The Employer shall comply with all State and Federal laws governing the unemployment of men and liability to the general public, including workers' compensation, FICA benefits, and agrees to carry on all Laborers unemployment compensation.

Any workman laid off or discharged shall be paid his wages immediately unless otherwise approved by the Local Union Business Manager. In the event he is not paid off, waiting time at the regular straight time rate shall be charged until payment is made. When pay day is a regular holiday, employees shall be paid on the day before such holiday, prior to quitting time. On regular pay day employees must be paid prior to quitting time. Employees not paid prior to quitting time shall be entitled to pay at straight time rate for waiting time. In case of bad weather, the pay checks shall be ready by 11:00 a.m. on pay day. Regular pay day shall be determined at the pre-job conference or Agreement between the Business Manager and the Employer.

ARTICLE XXIII
JURISDICTION OF WORK

It is agreed that this Agreement covers the work of Laborers in the following classes of work:

Tenders

Tending Masons, Plasterers, Carpenters, and other building crafts

Mixing, handling and conveying of all materials used by masons, plasters and other building and construction crafts, whether done by hand or by any process.

Drying of plastering when done by salamander heat

The cleaning and clearing of all debris

The building of scaffolding and staging for masons and plasterers

The excavations for buildings and all other construction

Digging of trenches, piers, foundations and holes

Digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes

The setting of all guide lines for machine or hand excavation and subgrading

The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors or for other construction

The wrecking, stripping, dismantling, and handling of concrete forms and false work

The building of centers for fireproofing purposes

The shoring, underpinning, and raising of all structures

Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable and so forth, under highways, roads, streets and alleys

All hand and power operating cross cut saws when used for clearing

All drilling, core drilling, running jack hammers and blasting

All work in compressed air construction

Signal men in all construction work defined herein

All work of running mechanical buggies used in the pouring of concrete

All work on acetylene burners in salvaging

The wrecking of buildings and structures

Handling lights and maintaining of all lights, flares, and flashers

Setting and tying of all reinforcement in man holes and catch basin

Dirt and stone tamper

The blocking and tamping of concrete

The manning and handling of vibrators

The laying of sewer tile and conduit, and the pointing up of same and the setting of all manholes and pre-cast materials

The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks

The work of drill running and blasting, including wagon drills

The wrecking, stripping, dismantling, cleaning, moving and oiling of forms

The cutting off of concrete piles

Traffic Control Technician

Air and Deflection testing, Manhole Vacuum Testing, Hydro Jetting, Sewer Line Cleaning, Chemical Grouting and Televising.

Grade checking

GPS Operators

The work of a Concrete Specialist and Construction Specialist

Tree trimming and removal

All explosive handling and blasting work

Pilot cars for traffic control

Multi-Plate Pipe

The loading, unloading, handling and carrying to place of installation of all rods, (and material for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union

Cleaning of windows

On jobs where contractor has a truck for on-job site hauling, all loading and unloading of materials will be done by Laborers

Asbestos abatement (encapsulation and/or removal)

Remote Tampers

Demolition of Non-Salvageable Material

Landscaping Work

Laser Beam Operator

All other labor work not awarded to any other craft

Hazardous Waste Worker

Lead Base Paint Abatement Worker

Lining of Pipe, Refusing Machine

Crack Sealing, Asphalt Sealing

Road Reflectors

Any Fabric-Petro Mat, Soil Seperator

Silt Fence, Pond Liners, Roads, Ponds and Ditches

Assisting on Directional Boring Machine

Surveillance and Traffic Surveillance

Trucks

Lawn Irrigation

The work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer work, tapping water services and forced lift station mechanical work. The work of laying storm sewer pipe and sanitary sewer pipe. Laborers will lay water main, storm sewer or sanitary sewer up to within five (5) feet of the building.

Power rigging of demolition and scrapping work.

Demolition of piping, tanks, and boilers.

Operation of Skidsteers and Forklifts

All Sustainable piping systems of every description. Not limited to the collection and use of greywater, rainwater/storm water, recycled water, reclaimed water, Black water, and any type of non-potable water, pipe fittings, basins, cisterns, equipment, pumps, tanks, filters, screens, sanitizing, controls and appurtenances, etc., new construction, alteration, repair and maintenance.

Installation, renovations, and setting of all swimming pools, ornamental pods, fountains, and aquariums.

It is agreed that this Agreement covers the work of Laborers in the following classes of work for renewable energy, (solar, electric charging stations) including but not limited to:

Solar: handling of all panels (solar farms/rooftop) cleaning, post handling

Receiving, off-loading, and lay down areas, temporary construction yards, staging areas and construction areas

Construction of parking areas: setting, stripping, cleaning of forms, parking stripes, parking blocks

Sub-stations: placement of concrete, backfill, stripping & clean of all forms, post handling, general clean-up

The Employer recognizes the jurisdiction of the Labor Unions not included in this Agreement and also will abide by all Agreements in force between the Laborers' International Union of North America and the International Unions of other crafts.

The party of the first part agrees not to assign any work which in the past has been done by Laborers to any other craft or organization unless it has been so granted by a definite decision of the Building and Construction Trades Department of the American Federation of Labor or a court of competent jurisdiction.

**ARTICLE XXIV
JOB CLASSIFICATION**

BUILDING LABORER - See Addendum I

Carpenter Tenders
Tool Crib Worker
Firemen or Salamander Tenders
Gravel Box Workers, Bumpmen and Spotters
Form Handlers
Material Handlers
Cleaning Lumber
Pit Workers
Material Checkers
Dispatchers
Unloading Explosives
Wrecking Laborers
Writer of Scale Tickets
Fire Shop Laborers
Fireproofing Laborers
Janitors
Driving of Stakes, Stringlines for all Machinery
Window Cleaning
Demolition Worker
Diver
Explosive Handling
Multi-Plate Pipe
Power Rigging
Laborers Operating Skidsteers and Forklifts
Handling of any materials with any Foreign Matter Harmful to
Skin or Clothing
Track Laborers
Cement Handlers
Chloride Handlers
The Unloading and Laborers with Steel Workers and Re-Bars
Concrete Workers Wet
Tunnel Helpers in Free Air
Batch Dumpers
Mason Tenders
Tank Cleaners
Plastic Installers
Scaffold Workers
Motorized Buggies or Motorized Unit Used for Wet Concrete or Handling of Building Materials
Laborers with De-Watering Systems
Sewer Workers plus Depth
Rod and Chainmen with Technical Engineers
Rod and Chainmen with Land Surveyors
Rod and Chainmen with Surveyors
Vibrator Operators
Cement Silica, Clay, Fly Ash, Lime and Plasters, Handlers, (Bulk or Bag)

Cofferdam Workers Plus Depth
On Concrete Paving, Placing, Cutting and Tying of Reinforcing
Deck Hand, Dredge Hand, and Shore Laborers
Bankmen on Floating Plant
Grade Checker
Power Tools
Cassion Workers Plus Depth
Gunnite Nozzel Workers
Lead man on Sewer Work
Welders, Cutters, Burners and Torchmen
Chainsaw Operators
Jackhammer and Drill Operators
Layout Man and/or Tile Layer
Air Tamping Hammerman
Signal Laborer on Crane
Concrete Saw Operator
Laborers Tending Masons with Hot Material or Where Foreign Materials are used
Mortar Mixer Operators
Multiple Concrete Duct - Leadman
Ready Mix Scalermen, Permanent, Portable or Temporary Plant
Laborers Handling Masterplate or Similar Materials
Laser Beam Operator
Concrete Burning Machine Operator
Coring Machine Operator
Plaster Tender
Underpinning and Shoring of Buildings
Pump Worker
Dirt and Stone Tamper
Hose Worker on Concrete Pumps
Assisting on Direct Boring Machine
Blasters

THE FOLLOWING JOB CLASSIFICATIONS WILL BE DONE UNDER THE SKILLED HEAVY/HIGHWAY RATE

The work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer work, tapping water services and forced lift station mechanical work. The work of laying storm sewer pipe and sanitary sewer pipe. Laborers will lay water main, storm sewer or sanitary sewer up to within five (5) feet of the building.

All environmental work (Asbestos, Lead and Mold)

Traffic Control Technician

All the work of Waste Water Treatment Plants

Fencing Laborers

Landscapers

Laying of Sod

Planting of Trees

Asphalt Plant Laborers

Trimming and Removal of Trees

Kettle and Tar Workers

Front End Man on Chip Spreaders

Screedman on Asphalt Pavers

Asphalt Luteman

Asphalt Raker

Asphalt Shoveler

Asphalt Workers with Machine & Layers
Curb Asphalt Machine Operator
Manhole and Catch Basin
Hazardous Waste Worker
Lining of Pipe, Refusing Machine

ARTICLE XXV

WAGES AND EMPLOYEE SECURITY

Section 1. All work performed at the overtime rate shall be paid accordingly, Construction one and one half (1½) times, with the exception of Sundays and Holidays which shall be paid at double (2) time.

Section 2. Wages for the Local Unions signatory to this Agreement are as outlined in Addendum I.

Section 3. Employees shall have the right within the limits set by Section 8 (b) (4) of the National Labor Relations Act as amended; and it shall not be a violation of this contract - nor cause for discharge or any other penalty -if an employee or employees (covered by this Agreement) refuse to go through a legal primary established Union picket line.

ARTICLE XXVI

WORKING RULES

Section 1. Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the work day.

Section 2. The Contractor shall furnish all tools, hip boots if needed, rainpants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over.

Section 3. Cement car men are to receive the same number of hours of employment per day as the other Laborers on the job.

Section 4. First Aid kits shall be furnished and maintained on all jobs.

Section 5. If an employee wishes to take a vacation, he shall notify his Employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

Section 6. There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

Section 7. A warm clean shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

Section 8. There will be a minimum of one (1) Laborer, or more if the job requires, to tend sawman, clean up, get new lumber, etc.

Section 9. There will be a minimum of one (1) Laborer, or more if the job requires, to tend sand blasting, tuck pointers and masons washing down walls.

Section 10. All work of the Employer shall be performed under mutually provided safety conditions which must conform to State and Federal regulations. It shall also be a requirement of the employee to conform to safety regulations and measures as provided. If the employee refuses to comply with safety regulations after a warning in writing, he may be discharged.

Section 11. If a jackhammer or paving breaker is used, two (2) men will be used to operate same, if hammer weight is fifty (50) pounds or more when used horizontally, or eighty (80) pounds or more when used vertically. The second man will clean up when not operating hammer. The employees used for this work shall use safety glasses at all times, and if necessary, use respirators.

Section 12. No Laborer shall leave the tool shed prior to starting time and shall have all tools put away by quitting time unless instructed to work overtime.

Section 13. The Contractor shall furnish ice water in sanitary containers with sanitary drinking cups, or provide drinking water through sanitary drinking fountains. The water shall be available on the job at starting time and ice shall be available one (1) hour after starting time.

Section 14. Any work not covered by this Agreement or classification which comes under the jurisdiction of the Laborers shall be negotiated between the two (2) interested parties.

Section 15. On any project or job where a centrally located reporting place is designated, the employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one-half (½) mile or more from the point where the employees are to work. Vehicles shall be properly covered during cold and inclement weather.

Section 16. There shall be no scoop shovels used except on sawdust, cinders and snow - light weight aggregate.

Section 17. Transferring of employees from job to job during lunch period shall be allowed provided employee receives a lunch period.

Section 18. It is agreed that the unloading, handling and carrying of all steel in concrete paving is the work of the Laborer. It is also agreed that the placing, tying of all steel, including center strips, reinforcing (rods), wire fabrics and expansion joints in concrete paving is the work of the Laborer.

Section 19. Employees will be required to call the employer if he is not able to report for work.

Section 20. In the event of a tool checking system, where Laborers check tools, a Laborer shall be employed as tool crib man at minimum rate.

Section 21. When two (2) or more cement finishers are working, they shall have at least one (1) Laborer as helper or as many more as the job may require, until all Laborers' work is completed. Laborers will not stay for the final trowling, unless Laborers' work is contemplated.

Section 22. Surveillance will be paid at the basic rate up to forty (40) hours prior to overtime. The hours of work will be mutually agreed to between the Employer and the Union. Employees performing surveillance work only will not be part of the normal workforce.

Section 23. When an employee works at the basic rate before 12 noon he shall be paid at the applicable rate until the lunch hour. If an employee works after 12 noon at the basic rate, he shall be paid at the applicable rate until quitting time.

ARTICLE XXVII INTOXICANTS AND DRUGS

Section 1. Employees are the contractor's most valuable resource and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, employers may develop and maintain a drug and alcohol testing program for their employees and supervisory personnel. Testing may be done prior to employment, and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$5,000 or more for replacement or repair). Laboratories selected to perform testing will be NIDA certified. Possession, sale or use of alcohol or unauthorized prescribed medicines on the employer's property, site of construction, or during working hours shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined under this policy).

Section 2. An applicant for employment with any signatory contractor can be required to submit to and pass a drug test at the employer's expense in order to continue his employment. Should the employer require a new applicant to be drug tested, that applicant shall be placed on the employer's payroll before testing begins. If an employee is notified that the results are positive, he/she shall be paid according to Article XVIII and discharged.

Section 3. Within three days after notification of a positive drug test result, an employee subject to this policy can request the employer to direct the Employer Personnel Director to authorize testing of the split sample at another NIDA laboratory of the employee's choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the employer shall reimburse the individual for the cost of that test and all time lost for a maximum of three (3) days and shall provide that individual with employment immediately.

Section 4. Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

Section 5. Any employee upon request shall receive a certified copy of his/her test results with no cost to the employee.

Section 6. For purposes of testing, a blood alcohol level of .04 or more is considered a reason for disqualifying employment.

ARTICLE XXVIII

DEPTH AND HEIGHT PAY

Section 1. On scaffolding or false work, whether attached or free standing, staging, movable decks and slip forms, buildings, towers, tanks, or elevators and all height on new and old construction or wrecking, the hourly rate of pay shall be the regular rate of wages for the first twenty (20) feet and for each additional twenty (20) feet or any fraction thereof the rate shall increase twelve and one-half cents (\$.12 ½) per hour until the height of one hundred (100) feet has been reached. After the height of one hundred (100) feet has been reached, the rate shall increase twenty-five cents (\$.25) for each twenty (20) feet or any fraction thereof and for every twenty (20) feet or any fraction thereof thereafter.

Section 2. When Laborers are required to work six (6) to twelve (12) feet below immediately existing ground level on caisson, shaft, trench excavations and bridge work, they shall receive fifteen cents (\$.15) per hour premium more than the classification they are working under and fifteen cents (\$.15) shall be added for each additional ten (10) feet or any fraction thereof below existing ground level - excluding foundations drain tile eight inches (8") and under.

Section 3. When Laborers are required to work in ditch or trench excavations six (6) feet below existing ground level or any fraction thereof, there shall be two (2) men in the ditch at all times and one (1) man outside of the ditch on top.

Section 4. When an employee works under one of the higher classifications in Article XXVIII, Depth and Height Pay, before 12 noon, he shall be paid at the applicable rate until lunch hour. If employee works after 12 noon, he shall be paid at the applicable rate until quitting time.

All heights referred to above are subject to Free Fall.

ARTICLE XXIX ADJUSTMENT OF DISPUTES

Section 1. Initial Determination. Any dispute of any type concerning the interpretation or application of this Agreement between the Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance within ten (10) days, if possible.

Section 2. Negotiating Committee. In the event that matter is not settled, it shall, within fifteen (15) days, be referred to the Negotiating Committee consisting of a maximum of three (3) employer representatives, selected by the Association, and a maximum of three (3) Union representatives selected by the Union District Council involved, or any equal combination thereof. The determinations of the Negotiating Committee shall be governed by majority vote with each member in attendance having one (1) vote.

Section 3. Arbitration. Should the Negotiating committee be unable to resolve the matter, then the Union or the Employer may refer the matter to arbitration by so notifying the other party involved. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted, the parties shall within five (5) working days after receipt thereof select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. The cost of arbitration shall be born equally by both parties.

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of the Agreement or any agreement made supplementary thereto. Wages, hours, fringe benefits are not arbitrable.

Section 5. Conclusiveness and Enforcement. The decisions of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employers, Association and Employees and all claiming thereunder) shall be one method of resolving such disputes, provided,

however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE XXX

JURISDICTIONAL DISPUTES

It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

Section 1. Jurisdictional Dispute. As used in this agreement, the term "jurisdictional dispute" shall mean any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees.

Section 2. Procedures for Resolving Jurisdictional Disputes. All jurisdictional disputes shall be resolved in accordance with the following procedures.

Step 1. Meeting Between Unions and Employer. No later than two (2) work days after the Employer is notified that a jurisdictional dispute exists, the Employer will meet with the Unions involved and attempt to resolve the dispute informally.

Step 2. Employer Makes Work Assignment. In the event that there is no agreed resolution of the dispute at Step 1, the Employer, within two (2) days of the Step 1 meeting, shall assign the work as follows:

If the work is covered in an applicable agreement of record between the Local and/or International Unions involved, the assignment will be in accordance with such agreement of record.

In the event there is no applicable agreement of record, then the Employer shall assign the work in accordance with local area practice.

In the event that no local area practice exists, the Employer shall assign the work in accordance with decisions of record.

If none of the criteria listed in subparagraphs (A) through (C) are applicable, the Employer may make the work assignment on the basis of economy and efficiency of operation, the well-being of the industry and the interests of the consumer.

Assignments of work shall be made only by the Employer or his designated representative.

Step 3. Arbitration. If the Union maintains that the Employer has made a work assignment that is not in accordance with the criteria established in Step 2, the Union may, within three (3) days of being notified of the work assignment, submit the dispute to arbitration. An arbitration hearing shall be held within seven days of the Union's request for Arbitration. The parties have jointly designated Joy Kessler to act as arbitrator in any dispute arising under this Article provided that she is available to hear the case within seven days. In the event that Joy Kessler is not available, John Hartnett will be the arbitrator, provided that he is available to hear the case within seven days.

The arbitrator has the authority to render a final and binding decision in the case. In deciding the dispute, the Arbitrator shall apply and follow the criteria set forth in Step 2, subparagraphs (A) through (D). The arbitrator will issue a written decision within five (5) days from the date of the hearing explaining her/his findings regarding the applicability of the Step 2 work assignment criteria to the facts of the case.

The Arbitrator's decision shall apply only to the one job in dispute.

Costs of Arbitration, including the arbitrator's fees and expenses, shall be shared equally by both parties.

Section 3. No Strike or Lockout. There shall be no strike or lockout during the attempt to resolve a jurisdictional dispute as set forth in this Article.

ARTICLE XXXI MARKET PRESERVATION

The Business Agent, with the approval of the District Council Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

On jobs where non-signatory contractors are bidding, the terms and conditions of employment shall be as mutually agreed to by the Employer and the Union. Once concessions are granted by the Business Agent with approval of the District Council Business Manager the following procedure shall be strictly adhered to:

Step 1. Any Individual Employer or Employers signatory to this Agreement may request contract

concessions for a specific project. Such request shall be directed to the appropriate Business Agent, who shall as appropriate grant concessions and modifications necessary to assure continued work opportunities for employees.

Step 2. Once a Business Agent(s) agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified. The Union(s) shall also immediately notify the Association(s) have the bargaining rights for the Employer(s) who originally requested the modification. Notification of the Association shall be confirmed in writing as soon as practical.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) and Association(s) no later than two (2) working days prior to bid opening. Such concessions shall initially be transmitted to the appropriate Association(s) by telephone. However, as noted above, they must be confirmed in writing as soon as practical.

Step 3. Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project. However, it will be the responsibility of the individual Employers to request information regarding any possible adjustments from the Association office in his area. To insure that all individual Employers have equal access to contract concession information, the Employer Association shall serve as a clearinghouse for information regarding contract concessions.

Any wage adjustments granted as a part of concessions for a specific project shall be established on a percentage of the base wage rate. Fringes and contributions shall continue to be paid as provided in the respective Collective Bargaining Agreements.

ARTICLE XXXII

ENTIRE AGREEMENT OF PARTIES

Section 1. This represents the entire Agreement of the parties. The Employer understands that the Union is a fraternal society and as such, and in keeping the provision of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matter for its own use. However, such rules or regulations whether contained in a by-laws, constitution or otherwise, shall have no effect, directly or indirectly, upon this collective bargaining Agreement, any employment relationship, or the relationship between the parties.

Section 2. Individual contractors signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless ninety (90) days prior to the expiration of this or any subsequent Agreement said non-member contractor notifies the Union in writing that it revokes such

authorization. Further, said non-member contractor agrees that notice served by the Union upon said Association and mediation service for reopening, termination, or commencement of negotiations shall constitute notice upon and covering the non-member contractors signatory hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures which officially binds said parties under the provisions of the Agreement.

SIGNED this 26 day of APRIL 2022, at Rockford, Illinois.



David Anspaugh

4/26/22

Date

NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, INC.

FOR THE UNION:



Anthony Penn

4/28/2022

Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL

Articles of Agreement Building Construction
Local Unions 32 & 727
Effective May 1, 2022 - April 30, 2025

THERE SHALL BE NO ALTERATIONS OR ADDITIONS MADE TO THE COLLECTIVE BARGAINING AGREEMENT COVERING BUILDING CONSTRUCTION, UNLESS APPROVED IN WRITING BY THE GREAT PLAINS LABORERS' DISTRICT COUNCIL.

CONTRACTOR:

Name:

Address:

Address:

Signature:

Date:

ADDENDUM I
Building Construction
Wage and Fringe Benefits
Contributions and Deductions

It is intended that all Employers working under this Agreement, either as direct signatories or pursuant to any other agreement, will pay the same total package of wages and fringe benefits.

Employers who are direct signatories to the Agreement, and those working under other agreements that incorporate all contractual wages and fringe benefits, will pay the following amounts effective May 1, 2022.

LOCAL UNION NO.	32	727
COUNTIES	Winnebago, DeKalb	Carroll, Lee, Jo Daviess, Whiteside, Stephenson, Ogle
BASIC LABORER RATE	\$38.24	\$37.37
PENSION FUND	\$16.76	\$15.70
ANNUITY PLAN	\$5.00 \$7.60* \$10.00*/	\$7.00 \$10.50* \$14.00*/
NORTH CENTRAL IL WELFARE	\$8.50	\$8.50
NORTHERN IL WELFARE	\$0.85	\$0.85
L.E.C.E.T.	\$0.23	\$0.23
MIDWEST FOUNDATION FOR FAIR CONTRACTING	\$0.15	\$0.15
TRAINING FUND	\$0.80	\$0.80
C.I.A.F.	\$0.57	\$0.50
TOTAL PACKAGE	\$71.10	\$71.10
VACATION FUND	\$3.00**/	\$3.00**/
DUES CHECK OFF	5.00%**	4.5%**
DUES CHECK OFF	\$0.05**/	\$0.38**/
MARKET PROMOTION	\$0.11**/	\$0.06**/
ORGANIZATIONAL FUND	\$0.25**/	\$0.25**/

- * Cents per hour on each overtime hour worked.
- */ Cents per hour on each overtime hour worked on Sundays or Holidays.
- **/ Cents per hour deducted from net wages.
- ** Percentage of Gross Pay.

CONTRACT INCREASES
 May 1, 2022 \$2.10
 May 1, 2023 \$2.15
 May 1, 2024 \$2.20

The Market Promotion Fund and the Industry Advancement Fund contributions shall be in force at the specified rate for the duration of this Agreement unless mutually agreed by the Union and the Northwestern Illinois Contractors Association.

Section 1. Fringe Benefits Fund. The Employer agrees to make payments into the above listed fringe benefits fund as directed by the Union. Such increase in payments shall be deducted from the hourly rate listed in Addendums.

***Section 2. Pension Fund.** The Employer agrees to make payments to and be bound by the Central Laborers' Pension Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Pension Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

****Section 3. Welfare Fund.** The Employer agrees to make payments to and be bound by the North Central Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the North Central Illinois Laborers' Health & Welfare Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

****Section 3a. Welfare Fund.** The Employer agrees to make payments to and be bound by the Northern Illinois Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Northern Illinois Health & Welfare Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

****Section 4. Annuity Plan.** The Employer agrees to make contributions to and be bound by the Northern Illinois Annuity Fund and Plan, including its trust agreement, its rules and regulations, and any amendments or changes thereto, and the Employer accepts as trustees those trustees selected in the manner provided in said trust agreement. The Employer shall pay to the Northern Illinois Annuity Fund the amounts listed on Addendum I as applicable for each Local Union per hour for each hour or portion thereof worked, including overtime hours worked, by an employee covered by this Agreement. For purposes of this paragraph, the term "hours worked" shall include any time during which an employee covered by this Agreement performs services of any kind for the Employer or during which an employee is required by the Employer to be in attendance, specifically including but not limited to hours spent in attendance at mandatory meetings and any hours paid for "show-up time." Without limiting anything stated in the previous sentence, for purposes of this paragraph, "hours worked" shall specifically not include any hours paid for vacation, holiday, jury duty, leave of absence, bereavement, sick time (including disability), or layoff. All contributions to the Northern Illinois Annuity Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

****Section 5. Training Fund.** The Employer agrees to make payments to and be bound by the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program, the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement. Payments for the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

****Section 6. Construction Industry Advancement Fund.** Effective May 1, 2022, the employer shall contribute fifty-seven cents (\$.57) per hour for each actual hour worked by each employee within Local 32's jurisdiction covered by this Agreement, and fifty cents (\$.50) per hour for each actual hour worked by each employee within 727's jurisdiction covered by this Agreement to the Construction Industry Advancement Fund of

Rockford, Illinois. The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Construction Industry Advancement Fund, its Rules and Regulations and the Trustees now serving. Primary purposes of the Advancement Fund, as set forth in the Trust Agreement, shall include apprenticeship training, advanced craft training and education, safety education, public relationships, and market development, and other educational and informational betterment of such employees and the common good of the Construction Industry. Payments to the Construction Industry Advancement Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650. If a contractor, pursuant to an international agreement, refuses to pay monies into the Construction Industry Fund, the amount of that contribution will be added to the gross wage of the individual laborer.

****Section 7. Working Dues Check-Off.** Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall, upon receipt of a proper assignment executed by an employee deduct the authorized membership working dues from the wages of each employee and forward such monies promptly to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

The membership working dues within the jurisdiction of Laborers' Local Union Nos. 32 and 727 are listed above in this Addendum.

****Section 8. Market Promotion Fund.** The Employer agrees to make payments to and be bound by the Market Promotion Fund as listed in this Addendum per hour for each hour or portion thereof worked by an employee. Payments to the Market Promotion Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

****Section 9. Laborers'-Employers' Cooperation & Education Trust (LECET).** The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Great Plains District Council Laborers'-Employers' Cooperation & Education Trust (GP-LECET), and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2022, the Employer shall contribute to the Trust the sum of twenty-three cents (\$.23) per hour for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

Employers that perform work on Windfarms and Pipelines shall pay a L.E.C.E.T. contribution of \$0.30 per hour.

****Section 10. Midwest Foundation for Fair Contracting, Inc.** The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Midwest Foundation for Fair Contracting, Inc., and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2022, the Employer shall contribute to the Trust the sum of fifteen cents (\$.15) per hour for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

****Section 11. Laborers' of Illinois Vacation Fund.** The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers' of Illinois Vacation Fund, and all amendments thereto, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees

therein.

Effective May 1, 2022, the Employer shall deduct from the wages of his employees covered by this Agreement for Laborers' Local 32, the sum of \$3.00 per hour, and for Laborers' Local 727, \$3.00 per hour for each hour worked or paid to the employee and remit the same to the Laborers' of Illinois Vacation Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650 in the manner as from time to time prescribed by the Trustees of said Fund.

****Section 12. Organizational Fund.** The Employer agrees to make payments to and be bound by the Organizational Fund as listed in this Addendum per hour for each hour or portion thereof worked by an employee.

Payments to the Organizational Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

Section 13. Payments to the office of the aforesaid Plans and Funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

*Payments made to the Central Laborers' Pension Fund office, P.O. Box 1267, Jacksonville, Illinois 62651. **MAKE ONE CHECK.**

*Payments made to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650. **MAKE ONE CHECK.**

SIGNED this 22 day of APRIL, 2022 at Rockford, Illinois.

FOR THE CONTRACTORS:



David Anspaugh Date 4/22/22
NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, INC.

FOR THE UNION:



Anthony Penn, Business Manager Date 4/28/2022
GREAT PLAINS LABORERS' DISTRICT COUNCIL

**Laborers' Locals 32 & 727
Building Construction Wage Addendum
Effective May 1, 2022**

CONTRACTOR:

NAME: _____

ADDRESS: _____

ADDRESS: _____

SIGNATURE: _____

DATE: _____

LOCAL UNION NO. 32
Fortunato Salamone, Business Manager
7404 Cherryvale North Blvd.
Rockford, Illinois 61112
Phone: (815) 873-8875
Fax: (815) 873-8972
laborers@local32.us

LOCAL UNION NO. 727
James Lawson Jr., Business Manager
768 Bloody Gulch Road
Dixon, Illinois 61021
Phone: (815) 284-2049
Fax: (815) 284-1318
local-727@comcast.net

AGREEMENT
BETWEEN
THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS
AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL #165
AND
THE GREAT PLAINS LABORERS' DISTRICT COUNCIL
COVERING
HIGHWAY HEAVY AND UTILITY CONSTRUCTION
WITHIN THE JURISDICTION OF
PEORIA COUNTY AND THE OLD CITY LIMITS OF EAST PEORIA IN TAZEWELL COUNTY,
ILLINOIS

EFFECTIVE: May 1, 2022

EXPIRES: April 30, 2025

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**HIGHWAYHEAVY AND UTILITY CONSTRUCTION
AGREEMENT
PEORIA COUNTY AND OLD CITY LIMITS OF EAST PEORIA IN
TAZEWELL COUNTY, ILLINOIS**

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AGREEMENT

This Agreement is made and entered into between the Associated General Contractors of Illinois (AGCI) on behalf of firms for which they have bargaining rights and Laborers' International Union of North America, Local #165, affiliated with the AFL-CIO, covering Highway/Heavy and Utility Construction in Peoria County and the Old City Limits of East Peoria in Tazewell County, Illinois.

This Agreement shall prevail from May 1, 2022 through April 30, 2025, and shall continue thereafter unless either party to this Agreement gives sixty (60) days to ninety (90) days written notice, prior to the expiration date of this Agreement by registered or certified mail, expressing a desire to make amendments to the Agreement, upon expiration of same.

PURPOSE OF AGREEMENT

The purpose of this agreement is to set forth the agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service: to provide for the protection of property and to establish an effective and impartial procedure for the peaceful settlement of disputes and grievances.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply. Whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form and wherever any words are used in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply. The headings of the sections are for reference only and do not limit, expand or otherwise affect the contents.

ARTICLE 1 WORK COVERED

It is understood and agreed that this Agreement shall be in effect in the above counties on the above classified work, either federal, state, county, township, city or private work, within the boundaries of the said counties including sewer disposal plants, purification plants or airports except building rates may be paid where applicable.

ARTICLE 2 RECOGNITION

The Contractor recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, fringe benefits, hours and other working conditions for all laborers and watchmen excluding clerical employees, timekeepers, superintendents and master mechanics.

**ARTICLE 3
UNION SECURITY**

Section 1. All present employees who are or become members of the Union, shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing in the Union as a condition of their employment on the 8th day following the beginning of their employment or the effective date of this contract, whichever is later, as authorized in Section 8(f) of the Labor Management Reporting and Disclosure Act of 1959, it is agreed by both parties that employees who do not belong to the Union may voluntarily join the Union any time within the eight (8) day period.

Section 2. Upon written notice from the Union notifying the Employer of the failure of any employee covered by this contract to complete or maintain his membership because of non-payment of dues, the Employer shall, within twenty-four (24) hours of such notice, discharge said employee. Provided, further, that no Employer or the Union shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to other members, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

**ARTICLE 4
REFERRAL CLAUSE**

Section 1. Legal Authorization. The Employer is engaged in the Highway and Heavy Construction Industry and the parties have elected to come under the provision of Section 8(f), Part 3 of the National Labor Relations Act, as amended, which permits the parties to enter into the following agreement:

- A. The Employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Offices as set forth in full herein, and said employment shall be granted regardless of race, religion, color, sex, age or national origin, disabilities, Vietnam-era veteran, disabled veteran or any other characteristic protected by law.
- B. When an Employer calls the Referral Office for persons they shall be dispatched in a non-discriminatory manner as follows:
- C. Registration and referral of applicants shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 2. Procedure. In the application and administration of Section 2 of this Article, the following shall govern:

- A. The employer shall advise the Union of all available openings and job requirements prior to the Employers filling such job.
- B. The Employer shall not circumvent the Union by hiring directly except as expressly provided elsewhere in this Article.

- C. The Employer shall have the sole and exclusive right of accepting or rejecting Laborers so referred. If any applicants are rejected by the Employer the Employer shall immediately contact the Union office for additional referrals.
- D. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants directly. In such event, the Employer shall notify the Union office of the names of the persons employed and the dates of the hiring by written or facsimile transmission.
- E. The Union shall make referral from Groups as set forth in this Article and advise the Employer, upon inquiry of qualified applicants.
- F. If the Contractor does not conform to this referral clause, the Union, upon twenty-four (24) hour notice, has the right to file a grievance against said Contractor.

Section 3. Limitations.

- A. The Employer reserves the right to recall any former employee covered by this Agreement who has previously been employed by the Employer within said territorial jurisdiction and who is available for work. The Employer must notify the Union of any employees recalled within thirty-six (36) hours, Saturdays, Sundays and holidays excepted, by written or facsimile transmission.
- B. An Employer may trade or loan an employee to any other Employer signatory to this Agreement.
- C. The Employer may notify the Union in written form of applicants on the referral list that they are requesting not to be referred for employment to their projects. The Employer when requesting referrals should notify the union that a letter is on file.

Section 4. Registration and Referral. Registration and referral of applicants shall be by groups as set out below. Each applicant shall be registered in the highest group for which they qualify. Registrants in Group A shall be first referred, then Group B, Group C and then Group D – in that order.

It is understood that the Union has the responsibility for the lawful registration of applicants within Groups.

There shall be no discrimination in making referrals against any individual because of membership or non-membership in the Union, or because of race, religion, color, sex, age or national origin, disabilities, Vietnam-era veteran, disabled veteran or any other characteristic protected by law.

Group A

All Construction Laborers who have worked as construction Laborers for more than the past two (2) years in the territorial jurisdiction of this Agreement with a signatory contractor.

Group A-1

All Construction Craft Laborer Apprentices registered with the Illinois Laborers' and Contractors Joint Apprenticeship and Training Program shall work under the supervision of competent and qualified journeyworkers on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and in special "off-job" courses.

For apprentices enrolled in the Construction Craft Laborer Apprenticeship Program, the term of apprenticeship shall be approximately three (3) years of on the job diversified work and training, excluding time spent in related instruction unless credit is granted by the Joint Apprenticeship Training Committee.

Apprentice Wage Progression

YEAR 1 – BEGINS WITH DATE OF REGISTRATION @ DOL

- **First Year - 75% of journey worker rate (Full Benefits)**
1000 hours On-The-Job Training 200 hours classroom training

When both requirements met – wage progression to 85% level

- **Second Year - 85% journey worker rate (Full Benefits)**
1000 hours On-The-Job Training 200 hours classroom training

When both requirements met – wage progression to 95% level

- **Third Year - 95% journey worker rate (Full Benefits)**
1000 hours On-The-Job Training 200 hours classroom training

When final classroom and OJT requirements are met, and apprentice has been in program **MINIMUM of 3 years** – they will be advanced to 100% Journeyworker Status.

Apprentices will submit a letter from their training program to their employer when their wage progression moves to a higher level.

Ratio and Supervisor.

One (1) journeyworker to one (1) apprentice on a two (2) worker job;
One (1) apprentice to two (2) journeyworkers on a three (3) worker job;
Two (2) apprentices to four (4) journeyworkers on a six (6) worker job;
Three (3) apprentices to nine (9) journeyworkers on a twelve (12) worker job;
Four (4) apprentices to twenty-five (25) journeyworkers;
Five (5) apprentices to thirty-five (35) journeyworkers;
Six (6) apprentices to fifty-five (55) journey workers,
And one (1) apprentice to twenty (20) journeyworkers thereafter.

In the event an apprentice must attend mandatory training classes the employer will make every effort to re-employ said apprentice after completion of the class.

Group B

All Construction Laborers who have worked as construction Laborers for more than the past one (1) year in the territorial jurisdiction of this Agreement with a signatory contractor.

Group C

All Construction Laborers who have worked as construction Laborers for less than the one (1) year in the territorial jurisdiction of this Agreement with a signatory contractor.

Group D

All other Construction Laborers not qualifying for Group A, B or C.

Section 5. The list of applicants shall be available at the Union Hall and the provisions of this referral shall be posted where all members have access.

Section 6. If an applicant works three (3) consecutive work days for the same Employer, said applicant shall be removed from the referral list.

If an applicant works less than three (3) consecutive work days the said applicant shall maintain their position on the referral list.

If an applicant quits or asks for voluntary lay-off, said applicant shall be removed from the referral list and placed at the bottom of the appropriate list.

**ARTICLE 5
KEY PERSON CLAUSE**

The key person on any project or job shall be determined in a pre-job conference or agreement between the contractor and business representative of the Union and need not be a member of Local #165. Additional key persons may be agreed on at a pre-job conference and/or agreement between the contractor and the business manager of the Local Union. It is understood that the first person on the job and the last person to be laid off will be a member of Local #165.

**ARTICLE 6
NO STRIKE NO LOCKOUT**

The parties agree that during the term of this Agreement, including any renewal period, or during any pending arbitration proceedings or during any negotiations between the parties hereto as to desired changes in this contract as herein provided, there shall be no strikes, lockouts, boycotts, picketing, stoppage of work or slow down of work except where provided for elsewhere in this Agreement.

**ARTICLE 7
ARBITRATION**

Section 1. Any dispute concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and the Union on: the first instance, if possible. No employee grievance may be considered unless submitted in writing to the Union, Employer and the Association within ten (10) days of the alleged violation. Jurisdictional disputes shall be excluded from this Article.

Section 2. In the event the matter is not settled, it shall be referred to the Arbitration Committee

consisting of two (2) Employer representatives, selected by the Association and two (2) Union representatives selected by the Union District Council or any equal combination thereof. After notice has been received by either the Association or the District Council, a meeting of the Arbitration Committee will be set up within fifteen (15) days. The determination of the Arbitration Committee shall be governed by majority vote. Upon mutual agreement, the parties may extend the fifteen (15) day limitation. The expenses of the Arbitration Committee shall be borne equally by both sides.

Section 3. Should the Arbitration Committee be unable to resolve the matter, the Union, Employer or the Association may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Services to submit a list of seven (7) recognized arbitrators. From the list so submitted the parties shall, within ten (10) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. Expenses of arbitration, including the arbitrator's fee and expenses, will be borne equally by both parties.

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from or in any way change or modify the terms of this Agreement or any agreement made supplementary thereto. (Wages, Hours, Fringe Benefits are not arbitrable.)

Section 5. The decision of the Arbitration Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (Union, Employers, Association, and employees and all claiming thereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submissions or compliance.

Section 6. No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of the filing of the written complaint as provided in this Article.

ARTICLE 8 FRINGE CONTRIBUTIONS, DUES CHECK-OFF, LECET, VACATION FUND AND BOND REQUIREMENTS

The hourly rates of pay, fringe contributions, and deductions shall be as set forth in Addendum A to this Agreement.

Section 1. Fringe Benefit Contributions.

- A. The Employer agrees to be bound by the CENTRAL LABORERS' PENSION FUND, the CENTRAL LABORERS' ANNUITY FUND, the NORTH CENTRAL ILLINOIS LABORERS WELFARE FUND and the ILLINOIS LABORERS' AND CONTRACTORS' JOINT APPRENTICESHIP TRAINING TRUST FUND, including any Amendments thereto.
- B. Each Employer agrees to make the contributions set forth in Addendum A and to accept the terms and conditions of the Trust Agreements establishing the following funds, provided said Trust

Agreements and Plans are established and maintained in compliance with Section 302(c) of the Taft-Hartley Act, ERISA, other applicable law, and provided that such Funds receive and maintain a tax qualified status with the Internal Revenue Service.

The Employer shall make transmittal of contributions within the time period specified In this Agreement and the Employer shall complete, prepare and furnish upon forms provided by the above Funds, the names, social security numbers of employees for whom contributions are remitted, the hours worked by each employee and the contributions made for each employee.

The Employer accepts and agrees to be bound by the trust indentures and by the rules and regulations of the above Funds as though an original party thereto and by all amendments, modifications and supplements to the trust indentures and the plans of the Funds made and approved by the Trustees.

It is understood that there shall be no duplication of payments to above Funds and payments to the Laborers' Local 231 Welfare Fund, Pension Fund, Annuity Fund and Vacation Fund for the same hours worked by the same employee.

Section 2. Dues Check-off.

- A. The Employer shall upon receipt of a proper assignment, executed by an employee, deduct the authorized membership working dues from the wages of each employee and forward such monies promptly to the North Central Illinois Laborers' Health and Welfare Fund, P.O. Box 9090, Peoria, Illinois 61612-9090.
- B. The membership working dues shall be stated in the following Addendum A under Laborers' International Union of North America, Local #165 jurisdiction. The said money shall be in the North Central Illinois Laborers' Health and Welfare Fund office, P.O. Box 9090, Peoria, Illinois 61612-9090, by the 15th of the following month covering the hours worked the previous month.
- C. The Employer shall upon 30 days written notice from NCILDC of a change in the address in A & B above pertaining to reporting dues check-off shall comply with said notification.

Section 3. Laborers' Employers' Cooperation Education Trust. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the North Central Illinois Laborers' District Council Laborers' Employers' Cooperation Education Trust, P.O. Box 9090, Peoria, Illinois 61612-9090, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Section 4. Vacation Fund. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers of Illinois Vacation Fund, and all amendments thereto, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

If activated, the Employer shall deduct from the wages of his employees covered by this Agreement, the amount listed in Addendum A for each hour paid to the employee and remit the same to the Laborers of

Illinois Vacation Fund P.O. Box 9090 Peoria, Illinois 61612-9090, in the manner as from time to time prescribed by the Trustees of said Fund.

Section 5. Bond Requirements.

- A. Unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least one full year immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement a surety bond in the amount of Twenty Thousand Dollars (\$20,000) to guarantee to his employees working under this Agreement the payments of wages and fringe benefits, including pension fund, welfare fund, annuity fund, training fund, Laborers' Employers' Cooperation Education Trust Fund, vacation fund and dues check-off payments.
- B. In the event of failure, default or refusal of an Employer to meet his obligations to his employees or the Pension Fund, Welfare Fund, Annuity Fund, Training Fund, Laborers' Employers' Cooperation Education Trust, Vacation Fund, and Dues Check-off Fund, when due, the Union, aggrieved employee or the Trustees of the Pension Fund, Welfare Fund, Annuity Fund, Training Fund, Laborers' Employers' Cooperation Education Trust, and Vacation Fund, after written notice to the Employer, may file claim to obtain payment costs and reasonable attorney's fees from the applicable surety bond.
- C. Said failure of an individual Employer who has defaulted to obtain and maintain an effective surety bond as required herein or failure and default by an individual Employer who has defaulted of payments of obligations covered by this Agreement in excess of the surety bond may, at the option of the Union, be declared by the Union a gross breach of the Agreement by the individual Employer who has defaulted in consequence of which the Union shall have the right to take any economic action, including refusal of employees to work for the individual Employer and picketing the individual Employer to obtain compliance by the individual Employer who has defaulted with this Agreement, notwithstanding any other provisions of this Agreement.

Section 6. Construction Craft Laborer Apprentice. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Trust Fund, and all amendments thereto adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representative such Trustees as may be, from time to time, appointed to serve as Employer Trustees herein.

**ARTICLE 9
HOURS OF WORK**

Section 1. The regular work week will start on Monday and conclude on Friday. In order to take advantage of daylight hours, weather conditions, shift or traffic conditions, the Employer if agreeable among the crafts involved may elect to work eight (8) consecutive hours between the hours of 6:00 a.m. and 6:30 p.m., with a one-half (½) hour unpaid lunch period between the fourth and fifth hour after starting time. Notice of a change in starting time must be given forty-eight (48) hours in advance.

All time worked before the established starting time and after quitting time Monday through Friday and Saturday work shall be overtime and shall be paid for at the rate of one and one-half (1½). Further, if an employee works during the established lunch period, the employee shall be paid at the overtime rate provided for in this Agreement.

Section 2. Employees shall be at their place of work (tool shed or other place as designated by the Contractor) at the starting time and shall remain at their designated work stations until the quitting time. Scheduled quitting time shall include a reasonable time to have all tools put away.

Section 3. Overtime pay shall be calculated by rounding up to the nearest quarter of an hour (15 minutes).

Section 4. When employees are employed on the day overtime is worked, employees required for overtime work shall be selected from the crew working on that specific job, if qualified.

Section 5. The Employer may work four (4) ten (10) hour days Monday through Friday, with overtime being paid after ten (10) hours in a day or forty (40) hours in a week at one and one-half (1½) times the base rate provided that, if employees of any other craft working on the job site receive overtime pay during the same work hours, the Laborers shall receive the overtime rate of pay. There will be no pyramiding of overtime in this Agreement.

ARTICLE 10 LEGAL HOLIDAYS

Section 1. All work done on Sunday and holidays shall be paid for at the double time rate. Holidays recognized by the terms of this Agreement shall be:

New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

No work shall be done on Labor Day except to save life or property. Veteran's Day shall be celebrated the day after Thanksgiving. Furthermore, if a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date.

Section 2. It is agreed that a Contractor may not curtail a normal work day that occurs before or after a holiday without the majority consent of his employees on any particular project, except for conditions beyond the control of the Employer.

ARTICLE 11 SHIFT WORK

Section 1. When so elected by the Contractor, shifts of at least three (3) consecutive days duration may be worked. When two (2) or three (3) shifts are worked: the day shift shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

Section 2. The evening shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Employees on the evening shift shall receive eight (8) hours pay at the regular hourly rate plus twenty-five (\$.25) for seven and one-half (7½) hours work.

Section 3. The night shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Employees on the night shift shall receive eight (8) hours pay at the regular hourly rate plus fifty (\$.50) cents for seven (7) hours work.

Section 4. A lunch period of thirty (30) minutes shall be allowed on each shift. On continuous pouring operations, employees will be given a twenty (20) minute lunch period on each shift, without loss of pay or time. The twenty (20) minutes lunch will be staggered through each shift for the employees on the specific shift.

Section 5. Shift clause shall apply on regular work week only. 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Saturday, Sunday or holidays and all hours worked other than the regular shift hours shall be paid at the overtime rate of pay per Article 9 and 10 of this Agreement. There shall be no pyramiding of overtime wage rates.

Section 6. If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the Contractor involved and the Union Business Manager.

Section 7. In the event that employees are changed from one shift to another there shall be eight (8) hours lapse between shifts, otherwise overtime wage rate shall be applicable.

Section 8. When a shift is started, the employees shall be paid for the full shift, except due to inclement weather or machine breakdown, and in which case, employee would be paid hours worked.

Section 9. Special Shift. With prior notification by the Employer to the Business Manager, if a special shift is required by an owner and if the Employer is required to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$1.50 an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employers request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions of employment shall be as mutually agreed to between the Employer and the Union.

Section 10. By mutual agreement between the Employer and Union Business Manager, shifts of less than three (3) consecutive days in duration may be established and worked.

ARTICLE 12 SHOW-UP TIME

Section 1. When an Employer requests a qualified referral through the Union or recalls a previous employee, and this employee reports on the job as ordered and is not put to work, they must be paid two (2) hours show up time.

Section 2. When employees employed on a job finish their day's work and return to work the following morning, they shall be allowed two (2) hours show up time unless they have been notified the day before that there would be no work.

Section 3. When employees commence work they must be given four (4) hours employment or pay. It is agreed, however, that the Employer will not be required to pay the two (2) hours show up time enumerated in Section 1 and 2 or the four (4) hours employment in this Section on account of bad weather or for conditions beyond the control of the Employer. The Employer will have a phone number available for the employees to call one and one-half (1½) hours prior to starting time for employees to verify that work will commence on their project that day during inclement weather.

Section 4. It is agreed that when a referral is called or a regular employee reports for work at the regular starting time, and the Employer is unable to put them to work, and the Employer desires that they remain on the site of the project to be available, then the employee shall be paid continuously from the regular starting time. Any employee, starting to work at the regular starting time and working over four (4) hours, shall receive eight (8) hours pay, except on Saturdays, Sundays, and holidays when any employee starting to work at the regular starting time and working over four (4) hours shall receive pay for actual time worked.

Section 5. When an employee commences on a higher classification of work and works under four (4) hours he shall be paid the higher classification for four (4) hours. When any employee works over four (4) hours on a higher classification, he shall receive eight (8) hours at the higher classification. Any employee who works part-time at the basic labor rate and part-time on a higher classification rate throughout the day shall be paid the higher classification for eight (8) hours.

ARTICLE 13 CRAFT TENDERS, ETC.

Laborers shall be employed as Carpenter Tenders whenever Tender's work is performed.

Section 1. There shall be a minimum of one (1) Laborer employed as a Carpenter Tender assigned for every three (3) but not more than four (4) Carpenters on all work and projects.

Section 2. Where over four (4) hours' continuous jack hammer work is done, and 50-pound jackhammers and above are being used, two (2) Laborers per jack hammer will alternate between using the jack hammer and performing other work required by the task.

Section 3. Where service truck or trucks are used on projects, it shall be Laborers' work to load and unload materials.

ARTICLE 14 DAY & NIGHT WATCH PERSON

Day and night Watchmen shall receive straight time rate for Saturdays, Sundays and holidays. Any time work is performed over the regular forty (40) hours in one week will be at the rate of one and one-half (1½). If Watchman is doing any work that comes under any other classification in this Agreement, he shall be governed by the working rules and rates the work comes under.

**ARTICLE 15
HIGH CONSTRUCTION WORK**

All scaffold work (hanging, swinging, or otherwise), boatswain chairs, safety belts, hoist rower and stack construction; also, skeleton or structural-type, of new steel erected forty (40) feet above floor level inside, and ground level (or the lowest elevation) outside, shall be paid twenty-five (\$.25) cents per hour more up to one hundred (100) feet.

Anything above one hundred (100) feet the wage rate shall be thirty-five (\$.35) cents per hour more than the regular rate for the classification of work being performed.

**ARTICLE 16
LABOR FOREPERSON**

Section 1. When there are six (6) laborers employed on a project or job, one laborer shall be a working foreperson. For every six (6) additional laborers employed on a project or job, one shall be a working foreperson. The contractor may advance a working foreperson to a non-working labor foreperson if he so desires.

Section 2. Employers shall appoint such forepersons if any shall be needed. All such forepersons shall be members of Local #165 unless a different person is mutually agreed to at the pre-job conference or by the Business Manager. The foreperson will be a member of Laborers' International Union for a period of not less than one year and shall be paid at least one dollar and fifty cents (\$1.50) per hour more than the rate of pay of the highest paid laborer under their supervision.

Section 3. The General Labor Foreperson shall receive fifty cents (\$0.50) per hour more than the highest paid person under their supervision.

**ARTICLE 17
STEWARD CLAUSE**

Section 1. The Business Manager may appoint a Steward on all projects or portions of projects whose duty it will be to see that this contract is strictly adhered to, and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Steward does not have the authority to make decisions for Laborers Local #165.

Section 2. The Steward is to perform all other duties assigned to him by the Business Manager and/or Field Representative. The Steward is to work the same as any other employee on the job, and a Steward cannot be discharged or laid-off without the approval of the Union Business Manager. If anybody is working on the project the Steward will work if qualified.

Section 3. It shall be the duty of the Steward to report to the Union any accident to any men which may occur on the job where employed without loss of time or pay of the Steward so engaged.

**ARTICLE 18
JUST CAUSE FOR DISCHARGE**

Inefficiency, drunkenness, dishonesty, carelessness, insubordination use of nonprescription drugs or controlled substances and disrespect toward customers shall be sufficient cause for dismissal subject to the grievance procedure.

**ARTICLE 19
BUSINESS MANAGER**

Section 1. The Business Manager or his representative of the Local Union shall have the right to visit all jobs where the Business Manager's Laborers are employed but will in no way interfere with the progress of the work.

Section 2. At the request of the Contractor, the Business Manager may, at his discretion alter the terms and conditions set forth in this Agreement.

**ARTICLE 20
UNION COOPERATION**

Section 1. The Union shall use all honorable and peaceful means to see that all construction work covered in this Agreement in any of the herein mentioned counties is done at a scale of wages not less than called for in this Agreement including Addendum A.

Section 2. It is further agreed and understood that where the Laborers are employed by Contractors or Employers other than member contractors that all of the terms included in the Articles of this Agreement will be made applicable to such work.

**ARTICLE 21
SUBCONTRACTORS**

No Employer shall subcontract or assign any of the work described herein which is to be performed at the job site to any contractor, subcontractor or other person or party who fails to sign this Agreement with the conditions of employment contained herein including, without limitations, those relating to Union Security, Rates of Pay and working Conditions, Hiring and other matters covered hereunder for the duration of this Agreement.

**ARTICLE 22
WORKING JURISDICTION & CONDITIONS OF EMPLOYMENT**

Section 1. It is understood and agreed that this Agreement covers all labor work used in construction of such projects as covered in Article 34 of this Agreement.

Section 2. It is agreed that unloading, handling and carrying of all steel in concrete paving is the work of the Laborer. It is also agreed that the placing, tying of all steel, including center strips, reinforcing rods, wire fabrics, and expansion joints in concrete paving is the work of the Laborer. Putting in wire mesh in slope walls is the work of the Laborers.

Section 3. Driving stakes for, and setting of all string lines for all electronic devices for maintaining of elevations on subgrade-sub-base, concrete and asphalt pavements, which includes C.M.I. Rex and Barber Greene pavers, formless curb machines, checking the grades on said machines, and the like shall be the work of the Laborers.

Section 4. The Union shall not concede any portion of the work herein mentioned to any organization or craft without first securing written consent of the Contractor. No Contractor shall concede any portion of

the work herein mentioned on this particular job without getting written consent of the Union and also the undersigned Contractors.

Section 5. All asphalt spraying of any type, chip spreaders and gravel spreaders will come under the work of the Laborers jurisdiction.

Section 6. Tool Crib Laborer. In the event of a tool checking system, where Laborers check tools, a Laborer shall be employed as tool crib man at basic labor rate.

Section 7. It is the work of the Laborers to sweep and clean and empty all trash cans in all offices and sheds on the projects.

Section 8. It is agreed that the Employers will furnish water under sanitary conditions on all projects, and that when the temperature is 50 degrees or above, they will furnish ice water. Paper cups shall be furnished on all projects. The water shall be available on the job site at starting time. It is also understood and agreed that it is the jurisdictional work of the Laborer to load and unload ice, distribute, fill, clean and maintain all water containers where they are used.

Section 9. When Laborers are required to work in ditch or trench there shall be one (1) Laborer in the ditch at all times and one (1) Laborer outside of the ditch on top, when ditch is five (5) feet or deeper. When a Laborer is working six (6) feet or deeper in ditch, he will receive twenty (\$.20) cents per hour above his regular rate.

Section 10. Curing all concrete by hand method shall be done by Laborer excluding self-propelled machines (Laborers to fill machines, mix curing compounds and deliver curing compounds to machines).

Section 11. Scaffolding, building of scaffolds, staging, unloading and handling materials for masons, plasterers, lathers and any other crafts the Laborers tend.

Section 12. There will be a minimum of one (1) Laborer or more if the job requires to tend sawmen, clean up, and get lumber, etc.

Section 13. It is agreed where it's necessary to establish a flow line, that hand unloading, sorting, stockpiling, distributing, grading, laying, leveling of all clay, ductile, corrugated metal, non-metallic (plastic), concrete, precast pipe for the purpose of storm sewers, sanitary sewers and water mains will be the work of the laborers provided this work is not in violation of any governing code.

Section 14. It is agreed that hand leveling, spreading or any other preparation for, and the setting of manholes for sanitary, or storm sewers, and pre-cast retention and pre-cast collection structures will be the work of the laborers except for examples where structures do not require a flow line.

Section 15. It is agreed that operations related to the installation of temporary and permanent field fence, cable guard rail on wood post, treated wood post construction with plank, cable metal plate, or any other type beam, rail or fabric as well as all delineators, guide posts and guard posts (all types) permanent and/or temporary, including right-of-way markers and section markings are to be installed by Laborers', in conjunction with the local area practice.

Section 16. Operate all walk behind and platform mounted (for standing) equipment, including but not limited to mini skid steers and mini track loaders for work within the Laborers' jurisdiction.

**ARTICLE 23
EQUIPMENT**

It is understood and agreed that the Contractor will furnish rubber boots when men are working in water, sloppy concrete or mud that warrants same. Also, rubber coats when men are working in rain or where water drips on them. It is further agreed that the Contractor shall furnish a suitable place properly heated (when necessary) for employees to change their clothes; a place that is not used for any other purpose.

**ARTICLE 24
PAY DAY AND HOLD BACK**

Section 1. Wages shall be paid on Friday at the job site before quitting time by cash, negotiable check, or voluntary direct deposit and shall be paid in full, except that three (3) days may be withheld to allow the Employer sufficient time to prepare the payroll. Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings.

Section 2. If pay day falls on a holiday, the employee shall be paid on the day preceding the holiday.

Section 3. If no work on pay day, the paychecks shall be available at the job site not later than one (1) hour from starting time at the customary place.

Section 4. When an employee is laid off or discharged, his pay continues until he is paid in full, not to exceed eight (8) hours per day, in cash or other legal tender. When an employee quits of his own accord, he shall wait for the regular pay day for his wages.

Section 5. If an employee is made to wait beyond that time for his money he shall be paid the regular rate of wages for all the time he waits, not to exceed eight (8) hours per day.

Section 6. By mutual agreement, the Business Manager and Contractor may alter pay day or hold back on any job site with reasonable cause.

**ARTICLE 25
UNEMPLOYMENT & WORKERS' COMPENSATION INSURANCE**

The Employer shall comply with all federal and state laws governing the employment of employees and shall carry Public Liability and Worker's Compensation Insurance and pay (Old Age Benefits and Illinois Unemployment Compensation) Federal Insurance Compensation Act. Employers who are not automatically covered shall elect voluntarily to come under the provisions of the Illinois Unemployment Compensation Acts and contribute to the fund and also prove that payments have been paid. Failure to comply with the above requirements shall constitute a violation of this Agreement, and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

**ARTICLE 26
SAVINGS CLAUSE**

It is the intent of all parties hereto to comply with the law. Any provisions of this Agreement that are contrary to law or regulations covering the construction industry or contracts, shall be amended promptly upon discovery.

**ARTICLE 27
INJURY**

Section 1. Any employee injured on a job who is unable to return to the job by order of the doctor that day, shall receive a full day's pay. If the employee returns to the job that day, the employee shall receive full time pay for the time lost. If the employee's occupational injury permits the employee to continue to work but requires subsequent visits for necessary medical treatment or examination during the employee's scheduled working hours, the employee will be paid for the time lost from the scheduled work in making such visits, provided the employee is still employed with same Employer. The employee should be put back to work when released from the doctor if work is available.

Section 2. In the event that an employee employed by a Contractor for the purpose of asbestos abatement work, hazardous waste work or lead base paint abatement work, is required to submit from any doctor a physical examination for the purpose of securing, renewing or continuing their asbestos abatement work, hazardous waste work, lead base paint abatement work or license, the cost of the physical and then such time lost from work for the purpose of such visits shall be fully paid by the Employer at the regular hourly rate. Contractor has the right to schedule the doctor appointment.

**ARTICLE 28
SAFETY REGULATIONS**

Section 1. It is recognized there are important roles to be performed by the employees, union officials and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.

Section 2. It is important to succeed in this cooperative effort because it is also recognized that failure can mean emotional and financial hardship to the employee and a threat to the security of his family.

Section 3. It is because of these mutual benefits that the employees, union officials and management pledge to do all that is possible to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedures and the commitment and cooperation of the parties to this Agreement.

Section 4. Personal Cell phone and other Communication Devices. Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work area, unless the company has provided such devices to the employee for business use only. A union steward will be allowed to carry a phone or other personal communication device for emergency purposes or to resolve contractual issues with business

manager or supervisor. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

Section 5(A). Each Laborer shall be required to successfully complete the Ten Hour OSHA Construction Safety and Health Course every two (2) years to maintain their safety awareness and competence. Employers may request referral of Laborers who have completed the Ten Hour OSHA course and refuse Laborers who have not completed the course without penalty. Furthermore the Laborers shall use its training facility to insure that all Laborers successfully complete the Ten Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course.

Section 5(B). To increase the safety awareness on all job sites, all laborers shall be encouraged to successfully complete and maintain a flagger-spotter certification and or hoisting/signaling certification. Employers may request referral of laborers who have completed the certification as stated above and may refuse laborers who have not obtained and maintained the certification without penalty.

Section 6. The Employer will provide safety glasses, hard hats, and other required safety equipment. All Laborers shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection. The Employer and all employees agree to abide by all federal, state, local and company safety policies. Failure on the part of an employee to comply with these safety rules and policies may be grounds for dismissal.

ARTICLE 29 TRAINING

Section 1. It is recognized that failure to provide training opportunities for journeymen and apprentices, and the failure of these individuals to take advantage of these opportunities stands as an impediment to the competitiveness of the area's unionized construction industry. It is also acknowledged that training will have a discernable, positive effect upon productivity and quality for the industry. It is further noted that verifiable training offers a strong marketing concept for contractors, thereby enhancing employment opportunities for union labor. These concepts also promote pride and satisfaction in building tradesmen, which, in themselves, are marketable attributes.

Section 2. Management and labor therefore pledge to work towards the development of intensified, innovative training programs designed to improve quality, safety and productivity in a competitive environment. To this end, the unions may provide to Employers current lists of those tradesmen that successfully complete upgrade training programs so that they will be naturally rewarded through increased work opportunities for reinvesting in their collective futures.

Section 3. It is further agreed that the unions will provide to management associations specific information on the scope of any journeymen upgrade training.

**ARTICLE 30
ALCOHOL AND NON-PRESCRIPTION DRUGS**

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Nonprescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by qualified physician for use by named employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. Provision for employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by project owners. Drug and alcohol testing shall consist of pre-employment, random and reasonable cause/suspicion, post-accident, injury or unsafe act or other testing required by owner. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (hereinafter, SAMHSA, formerly known as the National Institute of Drug Abuse [NIDA]) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures or future revisions outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates (morphine & codeine), phencyclidine (PCP) and amphetamines (amphetamines, methamphetamines) or other drugs that may be specified by future Substance Abuse and Mental Health Services Administration (SAMHSA, formerly known as NIDA) guidelines.

Section 6. Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 7. Any employee with test results of negative shall be compensated for all hours lost. If an employee has a confirmed positive test, (s)he will be: (a) suspended without pay up to 30 days, as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (C) and agree to periodic random drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive test or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

The following drug screening levels are applicable to this Section.

TEST RESULTS

DATES: *Effective Date:* October 1, 2017.

Initial test analyte	Initial test cutoff ¹	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) ²	50 ng/mL ³	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL ³	Benzoylecgonine	100 ng/mL.
Codeine/Morphine	2,000 ng/mL	Codeine	2,000 ng/mL.
		Morphine	2,000 ng/mL.
Hydrocodone/Hydromorphone	300 ng/mL	Hydrocodone	100 ng/mL.
		Hydromorphone	100 ng/mL.
Oxycodone/Oxymorphone	100 ng/mL	Oxycodone	100 ng/mL.
		Oxymorphone	100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine	250 ng/mL.
		Methamphetamine	250 ng/mL.
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA	250 ng/mL.
		MDA	250 ng/mL.

¹ For grouped analytes (*i.e.*, two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (*i.e.*, equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, D-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ *Alternate technology (THCA and benzoylecgonine):* The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (*i.e.*, 15 ng/mL for THCA, 100 ng/mL for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA).

⁵ Methylenedioxyamphetamine (MDA).

Alcohol test level at or above 0.02 shall be considered a positive test.

Section 8. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this contract.

**ARTICLE 31
AUTHORITY TO ACT**

It is stipulated and agreed that only the persons named below either individually or collectively, are the authorized officers and agents of the Union and shall be the only ones to be recognized by the Employer as being authorized to act for or on behalf of the Union in any manner whatsoever under the terms of this Agreement. The actions, declarations or conduct of any other person except those named below, whether performed, made or engaged in with respect to the Union or not, are not and shall not be considered to be the acts of any officer or agent of the Union, nor will the Employer or the Union recognize those persons as the Union's officers or agents for that purpose and their actions or conduct in that respect shall not be binding upon the Union, nor shall they form the cause or any basis for liability of any nature whatsoever on the part of the Union.

The authorized officers are: Business Manager of Local #165 and the Business Manager of the Great Plains Laborers' District Council or designated representative.

It is further stipulated and agreed that the authority of an officer of the Union to act for or on behalf of the Union, as above stated may be revoked at any time if a registered letter to that effect, signed by the duly authorized Union officers under the seal of the Union is sent to the Employer.

In case the Union wishes to confer any authority upon a Steward, it shall certify that fact to the Employer in writing, the written statement to be signed by the duly authorized officers of the Union under the seal of the Union.

**ARTICLE 32
PENALTY FOR FAILURE TO PAY WAGES & FRINGE CONTRIBUTIONS**

If any Employer fails to pay wages or fringe contributions, as established within this Agreement, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

**ARTICLE 33
PRE-JOB CONFERENCE**

The Employer and the Union agree there will be a pre-job conference if either party so requests.

**ARTICLE 34
WAGES**

Classification of Work and Jurisdiction. Covers construction of all work five (5) feet from the building on public, private and commercial storage areas, roads, pavements, streets, alley, over and under passes, bridges, viaducts, grade separations, subways, tunnels, caissons and cofferdams, sewers, canals, levees, locks, dams, water mains, gas or pipelines, subdivisions, driveways and all clearing for pools and right-of-ways for construction.

Group 1 -- Basic Labor Rate

The laying of all temporary gas, oil, air and water lines.

All labor work pertaining to asphalt and asphalt plants if needed.

The waterproofing membrane systems for bridge decks and waterproofing for box culverts on site.

The laying, placing and installation of all steel casing, corrugated casings, multiple plate and precast concrete and all other material used for casing, tunnels and tunnel lining.

Removal of snap ties, the placing and removing and tending of barricades, concrete barricade wall, flares and signal lights.

Maintenance and servicing of Nelson Heaters.

On dirt fill jobs, spotter and signal employee.

On dirt fill jobs, grader checker, including GPS and grade laser.

Scaffolding.

Temporary fencing.

The placing of concrete to grade by any mode or method.

Carpenter tenders, the conveying, handling, unloading and loading, hoisting, assorting of all lumber, all labor work required around carpenters, the cleaning up after carpenters.

Horizontal directional drill locator.

Waterproofing with cold stuff.

Bricklayer tenders.

Carpenter tenders.

Cement mason tenders.

Curing all concrete by hand method.

Drive stakes & string lines for all machinery.

Common laborers.

Concrete form dismantlers.

Handling & maintaining all lights, flares & flasher flares.

Flagger-spotter.

Landscaping on all jobs.

The loading, unloading, distribution, planting and placing of trees, shrubs, sod and seeding on work covered by the Agreement is the work of the Laborers.

The covering of concrete in any manner will be done by the Laborers.

High pressure nozzle (water blast).

Pile driver tenders.

Surveyor helper.

Tool crib man.

Water carriers.

Expansion joint assemblers.

All other excavating.

Deck hand, dredge hand and shore laborers.

The unloading and distributing of rebars is the work of the laborers.

All power operated tools & chain saws.

Curb asphalt machine operator

Asphalt kettlemen and carriers.

Waterproofing with hot stuff.

Cement men and sack shakers.

Chipping hammer man.

Kettlemen & Carriers or men handling hot stuff

Powder man helper.

Power concrete saw.

Power form tampers.
 Rig men.
 Signaling & spotting of rigs and equipment.
 Walk behind concrete breaker.
 Stripping concrete forms with composite crew of laborers and carpenters.
 Walk behind trenchers.
 Remote control or manual vibratory soil compactors.

Group II – Basic Labor Rate plus \$.30 per hour

Jackhammer & drill operator.
 Gunite pump & pot man.
 Puddlers, vibrator men, wire fabric placer.
 Sandblast pump & pot man.
 Strike off concrete.
 Unloading, handling & carrying of all creosoted piles, ties or timber.
 Concrete burning bars.
 Power wheelbarrows or buggies.
 Asphalt raker.
 Bricksetters.
 Cutting torchman (elec. & acetylene).
 Men setting lines to level forms.
 Form setters.
 Gunite nozzle man & sandblasting nozzle man.
 Powder man.
 Rip-rapping (by hand).

Group III – Basic Labor Rate plus \$.75 per hour

Asbestos abatement worker.
 Hazardous waste worker (including maintaining of manifest sheet)
 Lead base paint abatement worker.

Tunnel, subway (under free air), geothermal:

Wage Group

Minimum for Top Laborers	I
Bell man, top and bottom	I
Minimum for all labor in tunnel	I
Drill and powder man	II
Gunite operator, tunnel	II
Mucker	II
Operator cement placement	II
Tunnel miner	III

<u>Caisson & Cofferdams (under free air):</u>	<u>Wage Group</u>
Caisson & cofferdam "top" man helper	I
Caisson & cofferdam "top" man	I
If only one man is used on top the caisson or cofferdams top man's rate applies	I
Caisson & cofferdam miner	III
Caisson & cofferdam mucker	III
Any other Laborer working in said caisson or cofferdam	III

<u>Open Sewer or Trenches:</u>	<u>Wage Group</u>
There shall be a top man at all times when a man is working in sewer ditch	I
All other excavating work	I
Working in sewers that are two (2) years old or older	I
Bottom man who does immediate grading to laying pipe or tile	I
Batter board man & laser beam equipment	I
Pipe layer, tile layer and caulker	II
Cribbing, jack man & hydraulic jack man in trench	III

<u>Levee & Heavy Grading:</u>	<u>Wage Group</u>
All other Laborers	I
Spotters, dump man & cut man	I

<u>Pipe Line:</u>	<u>Wage Group</u>
Rollers, scalers and spotters	I
All other Laborers	I
Signal men on rigs or rig men	I
Kettlemen & carriers of hot stuff	I
Men who do immediate grading for laying of pipe or digging of bell holes	I
Spacers	II

Watchman: \$3.00 less than the basic rate

**ARTICLE 35
COMPRESSED AIR WORK -- TUNNEL & CAISSONS**

<u>Employees Inside Locks</u>	<u>Based on Six (6) Hours Per Day</u>
	Effective 5-1-05
Foreperson (at option of contractor) not less than	\$243.33
Assistant foreperson	\$243.33
Grout foreperson	\$243.33
Blasters	\$243.33
Miners	\$243.33
Drill runners	\$243.33
Inside lock tenders	\$243.33

Hydraulic persons	\$243.33
Erector runners	\$243.33
Other skilled employees	\$243.33
All other employees	\$242.33

Employees Outside Locks

Outside lock tender	\$240.39
Outside lock tender helper	\$239.33
Gauge tender	\$239.33
Lock tender between locks	\$240.39

Wages and/or fringe benefits effective 2022 through 2025 – see Addendum A.

Hours of labor shall be as follows:

- 00 to 26 pounds – 6 hours
- 26 to 32 pounds – 4 hours
- 32 to 38 pounds – 3 hours
- 38 to 43 pounds – 2 hours
- 43 to 48 pounds – 1½ hours
- 48 to 50 pounds – 1 hour

It is understood and agreed that the six (6) hour day shall consist of three (3) hours on, followed by three (3) hours off, followed by three (3) hours on.

The foregoing rates for compressed air are "base" rates, applicable to pressure up to eighteen (18) pounds per-square-inch above atmospheric pressure. For work at pressure greater than eighteen (18) psi each employee shall be paid (regardless of the number of hours worked) an additional amount per shift (not cumulative), in accordance with the following table:

<u>Air pressure</u>	<u>Rates Per Hour</u> Effective 5-1-05
18 pounds and up to 25 pounds	\$32.57
25 pounds and up to 33 pounds	\$33.57
33 pounds and up to 38 pounds	\$34.57
38 pounds and up to 43 pounds	\$35.57
43 pounds and up to 48 pounds	\$36.57
48 pounds and up to 50 pounds	\$37.57
Change House Attendants	\$30.57

Wage and/or fringe benefits effective 2022 through 2025 – See Addendum A.

The maximum pressure reached at any time during the shift shall be the governing factor of the number of hours to be employed and the amount to be paid for the shift.

At no time shall there be less than four (4) employees, including lock tenders and foreperson, left on watch in each heading. Change house attendant shall receive single time for Sunday and holidays. When

concrete is handled in a caisson, \$1.00 per day extra shall be paid all employees handling the concrete.

Wages for classification of work not herein specified shall be determined by both parties to this contract. There shall be a competent employee in charge of each set of muck-locks on the inside and another one on the outside who shall be classified as lock tender. Every muck lock tender shall have one (1) helper on the inside and another one (1) on the outside.

The dressing room shall contain individual lockers for all employees employed in air pressure. A suitable place (equipped with showers) shall be provided for washing and have ample hot and cold water (and soap) available at all times. In a properly ventilated area, hot coffee shall be furnished the employees coming off shift. Coffee urns and drinking cups are to be kept in a clean and sanitary condition.

When a Contractor or his/her Superintendent orders any employee to report for work at a certain time, the employee shall be paid one day's work pay if such Contractor fails to put him/her to work.

ARTICLE 36 JURISDICTIONAL DISPUTES

Employer agrees to make:

1. Job assignments in writing.
2. In the event a jurisdictional dispute exists the following procedures shall be followed to resolve the dispute:

The Employer agrees to meet with the disputing Union representative within forty-eight (48) hours and attempt to resolve dispute in accordance with decisions of agreements or record or practice in the locality.

Decisions for every job site jurisdictional dispute when agreed upon at a local level, will be recorded in writing signed by the Employer and retained by the parties concerned.

Under this procedure there will be no strikes or lockouts over jurisdictional disputes.

Assignments of work shall only be made by the Employer.

ARTICLE 37 MARKET RECOVERY

The Business Agent, with the approval of the District Council Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

On jobs where non-signatory contractors are bidding, the terms and conditions of employment shall be as mutually agreed to by the Employer and the Union.

Terms include but are not limited to the following:

- Pay overtime in accordance with applicable state and federal law.
- Delete overtime premiums on Annuity Fund.
- Pay Wages and fringe benefits as set forth in the bid document for the duration of job.
- Reduce or eliminate show-up time.
- Elimination of various premium pay.

Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such request shall be directed to the Business Manager who shall as appropriate grant concessions and modifications necessary to assure continued work opportunities for employees.

Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project. However, it will be the responsibility of the individual Employers to request information regarding any possible adjustments from Local #165.

It is understood the intent of any concessions given by the Union are to be mutually agreed upon by the Union and the Contractor.

ARTICLE 38 INDUSTRY ADVANCEMENT FUND

The EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of twenty cents (\$0.20) per hour worked for all hours paid at straight time or overtime to each employee working under this Agreement for the duration of this Agreement.

The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an EMPLOYER to comply with this Article shall be deemed a direct violation of the Agreement.

The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for the advancement of Heavy/Highway and Utility construction in the state of Illinois.

Upon request, the EMPLOYER hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.

The EMPLOYER and the Union agree that any action, including the filing of a law suit, by the Association to enforce this Article is not subject to any of the grievance/arbitration provisions of this agreement. If the Association files a lawsuit against an EMPLOYER to collect delinquent contributions under this Article, the EMPLOYER agrees that the Association shall be entitled to recover interest of five percent (5%) per annum on the unpaid or late-paid contributions and to recover attorneys' fees and cost.

ARTICLE 39 DURATION AND TERMINATION

It is understood and agreed that this Agreement shall be in full force and in effect from May 1, 2022 through April 30, 2025 and shall continue in effect from year to year thereafter unless written notice sent by registered mail is given by one of the parties to the other party no less than sixty (60) days and no more

EMPLOYER CONTRACTOR SIGNATURE PAGE
HEAVY/HIGHWAY AGREEMENT EFFECTIVE 5/1/22 – 4/30/25
LABORERS LOCAL 165
and
AGC of ILLINOIS

Contractor's Signature

Date

Contractor's Name

Contractor's Address

City

State

ZIP

Telephone Number

Fax Number

E-Mail Address

Federal Tax ID#

than ninety (90) days before April 30, 2025, or any successive anniversary date thereafter.

This Agreement has been negotiated by and between the Associated General Contractors of Illinois, (AGCI) and the Laborers' International Union of North America, the Great Plains Laborers' District Council, Laborers' Local 165 (collectively "Union"). The undersigned Employer agrees to abide by all the Articles, stipulations and fringe benefits contained herein throughout Peoria County and the old city limits of East Peoria in Tazewell County covered by Laborers' Local 165. By signing this Agreement, the undersigned Employer also agrees to be bound by the terms and conditions of any renewals, additions, amendments, extensions, or changes in this Agreement that are agreed to by the Union and the AGCI. Additionally, the undersigned Employer agrees to be bound by the terms and conditions of all subsequent and successor agreements to this Agreement (including any renewals, additions, amendments, extensions or changes thereto) negotiated between the Union and the AGCI, unless the undersigned Employer notifies the Union in writing of its desire to terminate this Agreement or any subsequent agreement at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration of the respective agreement. Further, said individual contractor agrees that notice served by the Union upon the AGCI and Mediation Service for reopening and termination or commencement of negotiations shall constitute appropriate notice upon and covering the individual contractor signatory hereto for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.


FOR THE ASSOCIATION:

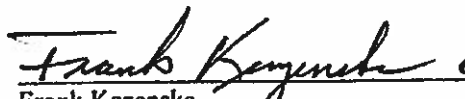
FOR THE UNION:


**THE ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS**

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, LOCAL #165**

 4-13-22
Mike Goeken Date
Negotiating Committee

 4-13-22
Timothy Scharf Gall, Sr. Date
Business Manager

 4/14/2022 GREAT PLAINS LABORERS' DISTRICT COUNCIL
Frank Kazenske Date
Director of Labor Relations

 4/13/2022
Anthony Penn Date
Business Manager

**ADDENDUM A
WAGES, FRINGE CONTRIBUTIONS AND DEDUCTIONS
EFFECTIVE: MAY 1, 2022**

The wages, fringe contributions and deductions for **HEAVY & HIGHWAY CONSTRUCTION** shall be as described below:

COUNTY: PEORIA

LOCAL UNION NO. 165

EMPLOYER CONTRIBUTIONS

BASIC LABOR RATE		\$33.05	Foreman - \$1.50 above scale Gen Foreman \$2.00 above scale
PENSION FUND (1)		\$19.30	
ANNUITY FUND (2)(3)		\$ 6.00	
WELFARE FUND (4)		\$ 8.50	
TRAINING FUND (5)		\$.80	
IAF (6)		\$.20	
<u>UNION TOTAL PACKAGE</u>	[less IAF]	\$67.65	
<u>EMPLOYER TOTAL PACKAGE</u>	[includes IAF]	\$67.85	

EMPLOYEE DEDUCTIONS

MIDWEST REGION CHECK-OFF(7)		\$.25	(Deduct \$.25 per hour from Employees gross wages)
LABORERS - EMPLOYERS' COOPERATION & EDUCATION TRUST (8)		\$.38*	(Deduct \$.38 per hour from employees gross wages)
DUES CHECK-OFF (9)		5.00%	(of gross wages)
BUILDING FUND (10)		\$.05	(Deduct \$.05 per hour from Employees gross wages)
MARKET PRESERVATIONS FUND (11)		\$.65	(Deduct \$.65 per hour from Employees gross wages)

- 1) All payments to be sent to Central Laborers' Pension Fund Office, P. O. Box 1267, Jacksonville, Illinois 62651.
- 2) Overtime hours worked to be paid at the applicable overtime rate.
- 3) Annuity Contributions to be sent to Central Laborers' Annuity Fund Office, P. O. Box 1267, Jacksonville Illinois, 62651. Employers shall remit annuity contributions to the Central Laborers' Annuity Plan until such time the proposed Great Plains Annuity Fund is established, Trustees appointed and Trust document is signed. At such time that the Great Plains Annuity Fund has met all appropriate legal criteria, said fund shall be added by means of an addendum to this Agreement and Employers will be notified to send their contributions to the North Central Illinois Laborers' Health and Welfare Fund.
- 4) Welfare contributions to be sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois, 61615.
- 5) Joint Apprenticeship and Training Fund contributions are above the Basic Labor Rate and shall be sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3 Peoria, Illinois 61615. Employers that perform work in the Hazardous Waste, Asbestos and Lead Base Paint Industries shall pay a training program contribution of .85 per hour instead of \$.80 per hour as referred to above.
- 6) The Associated General Contractor's Industry Advancement Fund contributions are above the Basic Labor Rate and shall to be sent to the Central Laborers Pension, Welfare & Annuity Fund Office, P. O. Box 1267, Jacksonville, IL, 62651.
- 7) Midwest Region Check-off contributions to be deducted from the Basic Labor Rate and sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois, 61615.
- 8) Laborers' -Employers' Cooperation & Education Trust to be deducted from the Basic Labor Rate and sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois, 61615.
- 9) Dues Check-off calculated as a percentage of gross pay deducted from the Laborers' weekly paycheck and to be sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois, 61615.
- 10) Building Fund contribution to be deducted from the Basic Labor Rate and sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois, 61615.
- 11) Market Preservation Fund contributions to be deducted from the Basic Labor Rate and sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois, 61615.

CLASSIFICATION OF WORK: See Article 34 of this Agreement.

FUTURE INCREASES

Effective May 1, 2023: an increase of \$2.20 (3.25%) for a Union total package [less IAF] of \$69.85

Effective May 1, 2024: an increase of \$2.27 (3.25%) for a Union total package [less IAF] of \$72.12

Distributions: The Local Union may distribute any part of the negotiated wage increase into the existing negotiated funds, provided, such increase is requested and AGC of Illinois is notified at least sixty (60) days prior to its effective date on each anniversary of this agreement. Changes in contribution amounts to any of the Funds listed in this Addendum A shall only be made annually on the Agreement's anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. When the Union notifies AGC of Illinois of its request, whereupon an Addendum in writing describing such change(s) shall be incorporated in this Agreement.

WAGE ADDENDUM SIGNATURE PAGE

LABORERS LOCAL 165

and

AGC of ILLINOIS

BY: *Timothy J. Schmidgall* 4-5-22
Laborers' International Union of N.A. Local No. 165 Date
Timothy J. Schmidgall, Sr., Business Manager

BY: *Anthony Penn* 4/5/2022
Great Plains Laborers' District Council Date
Anthony Penn, Business Manager

BY: *Frank Kazenske* 4/5/2022
Associated General Contractors of Illinois Date
Frank Kazenske, Director of Labor Relations

Contractor's Signature Date

Company Name

Contractor's Address

City State ZIP

Telephone Number

Fax Number

E-Mail Address

Federal Tax ID#

ARTICLES OF AGREEMENT

Covering

BUILDING CONSTRUCTION

Within the Jurisdiction of

LOCAL UNION NO. 165

Effective

MAY 1, 2020 THROUGH APRIL 30, 2024

INDEX
FOR
BUILDING CONSTRUCTION AGREEMENT
PEORIA COUNTY AND OLD CITY LIMITS OF EAST PEORIA
IN
TAZEWELL COUNTY, ILLINOIS
MAY 1, 2020 THROUGH APRIL 30, 2024

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PREAMBLE

Section 1. This Agreement made and entered into this First day of May, 2020 with the Employers who have agreed to be bound to this Agreement either through the GREATER PEORIA CONTRACTORS AND SUPPLIERS ASSOCIATION, INC., an Illinois Not-for-Profit Corporation (hereinafter referred to as the "Association") or as individuals and LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL #165 (hereinafter referred to as the "Union").

Section 2. It is expressly understood and agreed that this Agreement shall constitute an individual agreement between each Employer who engages in work covered by this Agreement and the Union. Any Contractor for whom the Association holds bargaining rights and who engages in work covered by this Agreement shall automatically be fully covered by the terms and conditions of this Agreement as of the date of membership in the Association.

Section 3. There shall be no strike, picketing or other interruptions of work by the Union or any employees at any job site or other place of business of a member of the Association, unless otherwise provided for elsewhere in the Agreement.

ARTICLE 1 TERRITORIAL JURISDICTION

This Agreement covers building construction work done within Peoria County and the old city limits of East Peoria (Tazewell County), Illinois.

ARTICLE 2 UNION RECOGNITION

The Employer recognizes the Union as the representative and bargaining agent for all employees of member employers of the Association performing work properly coming under the jurisdiction of the Laborers' International Union of North America as defined in its trade autonomy and under any agreement made by and between the Union and any other International Unions recognizes the Greater Peoria Contractors and Suppliers Association as the exclusive bargaining agent of those members of the Greater Peoria Contractors and Suppliers Association, who have assigned their bargaining rights to the Association. All parties bound to this collective bargaining agreement hereby stipulate and agree that the legal basis for recognition of the Union and the negotiation and execution of this Agreement is the Union's majority status under Section 9(a) of the Labor Management Reporting and Disclosure Act of 1959.

ARTICLE 3 UNION SECURITY

All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereinafter, shall become and remain members in good standing in the Union as a condition of their employment on the 8th day following the beginning of their employment, or the effective date of this agreement, whichever is later, as authorized in Section 9(a) of the Labor Management reporting and disclosure Act of 1959. It is agreed by both parties that employees who do not belong to the Union may voluntarily join the Union any time within the eight (8) day period. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and other working conditions for all laborers and (laborer) watchmen covered by this Agreement.

The Union, having demonstrated its majority support of the Employer, the Employer hereby recognizes the Union as the exclusive collective bargaining representative for all employees in the Bargaining Unit for all purposes.

ARTICLE 4 WORKING JURISDICTION AND CONDITIONS OF EMPLOYMENT

Section 1. Working Jurisdiction - This Agreement covers the work of the Laborers International Union of North America Local No. 165 and includes but is not limited to the following:

- a) It is recognized that the Union claims jurisdiction on the initial cleaning of windows on new building construction at the Basic Labor Rate that prevails in this Agreement.
- b) The handling and maintaining of warning lights, flares and flasher flares shall be the work of the Laborers at the Basic Labor Rate.
- c) The curing of all concrete by any method shall be the work of the Laborers unless the curing is done at the same time as finishing said concrete. When self-propelled machines are used for curing concrete, Laborers will fill machines, mix curing compounds and deliver curing compounds to machines.
- d) It is the work of the Laborer to load and unload ice, distribute, fill, clean and maintain all water containers where used.
- e) On large commercial and industrial projects where the Contractor locates a truck or trucks with drivers for on job site hauling, all loading and unloading of materials for the trades laborers tend will be done by Laborers.
- f) On large commercial and industrial projects when Contractor is responsible for construction staking, Laborers will drive stakes.
- g) It is agreed and understood that the covering of concrete by any means shall be the work of the Laborer.
- h) Paving breaker (jackhammer) work shall be done by Laborers.
- i) The unloading, erecting and dismantling of scaffolding and the unloading, handling and stockpiling of lathing materials used by lathers is the work of the Laborers, where such work does not conflict with International agreements of records, area practice and where economically justifiable.
- j) It is the work of the Laborer to sweep and clean and empty all trashcans in all offices, trailers and sheds of the project.
- k) During the wrecking and gutting of buildings, Laborers will be engaged in the demolition process except when materials are being reused.
- l) Unloading of metal studs to stockpile and distribution shall be the work of the Laborers.

Section 2. Conditions of Employment

- a) Day and night watchmen will receive straight time rate for Saturdays, Sundays and Holidays. Any time work is performed over forty (40) hours in one week it will be paid at the rate of time and one-half (1½). If watchman is doing any work that comes under any other classification in this Agreement, he shall be governed by the working rules and wage rates of this Agreement.
- b) In the event of tool checking system where Laborers check tools, a Laborer shall be employed as a tool crib man at the Basic Labor Rate. If the Laborer is not required full time, he can be assigned to other work.
- c) There shall be no scoop shovels used except on sawdust, cinders or snow.
- d) Assignments of work shall be made by the Employer in accordance with decisions of record, Trade agreements or practices in the locality.
- e) There shall be a minimum of one (1) Laborer employed as a Carpenter Tender assigned for every three (3) but not more than four (4) Carpenters on all work and projects where Carpenters are erecting forms for footings, pile caps, foundation walls, building columns, beams (side and bottom) floors and rough slabs. On all work and projects where rough or dimensional lumber (such as 2 x 4's) are used for studding, floor joints, roof rafters, sheathing and shingles, there shall be one (1) Laborer assigned to every three (3) but not more than four (4) Carpenters employed.

Laborers shall be employed as Carpenters Tenders whenever Tender's work is performed. See Item "h" below for further clarification of Tender's work.
- f) There shall be a minimum of one (1) Laborer employed as a brick mason tender assigned for every two (2) bricklayers on every project - except as covered under Item "h" below.
- g) There shall be a minimum of one (1) Laborer employed as a plaster tender assigned for every two (2) Plasterers on each project where brown coating is being done - except as covered under Item "h" below.
- h) Each type of Tender listed above shall perform those duties normally performed by such tender classification. The correct ratio of tenders to craftsmen must be maintained, however, each tender need not be assigned to the craft group generally. It is understood that Items e, f & g above are not intended to limit the tender in performing other work coming under the jurisdiction of this Agreement providing said work is not so remote as to prevent the normal tending operation This is not, however, intended to allow other trades to perform tenders work nor continue their practice longer than eight (8) hours without referring to Item "i".
- i) When work is outlined in Items c, f and g, do not require the ratio prescribed, then the manning, requirements may be modified only by a mutual agreement between the Contractor and the Business Manager.
- j) It is agreed and understood that the following items may not require the ratios as set forth in e, f and g above to accomplish the work, but in no event shall the ratio be less than those specified, unless by mutual agreement between the Contractor and the Business Manager to lower said ratio. They are as follows: cleaning face brick, cleaning glazed tile, laying glazed tile, setting stone facing panels, brick laid in other than a running bond; plaster pump; white coat; and other labor saving

devices. Manning requirements for the above listed items will be established within said limits by the Contractor, provided, however, that in no event shall the work normally performed by the tenders listed above be done by anyone other than said tender.

- k) If at any time the work as outlined above ceases, then the Employer shall have the right to reassign the Laborers to other classifications of work.
- l) No Laborer shall be required to work in a ditch four (4) foot deep or over unless there is a Laborer outside of the ditch on top for safety purposes.
- m) There will be a minimum of one (1) Laborer required to tend saw men, cleanup and get lumber.
- n) There will be an overhead shelter furnished for the mixer machine Laborer at all times during inclement weather.
- o) Rubber boots will be furnished by the Contractor on all projects when Laborers are working in water or sloppy concrete.
- p) Rain coats will be furnished when Laborers are working in the rain.
- q) It is further agreed that the Contractor shall furnish a suitable place properly heated when necessary for Employees to change their clothes.
- r) The Employer shall furnish suitable drinking water for the men employed, and the water shall be on the job site at a reasonable time after 8:00 a.m.
- s) Where over four (4) hours continuous paving breaker (jackhammer) work is done, two men per paving breaker (jackhammer) will alternate between using paving breaker (jackhammer) and performing other work required by the task.
- t) Employer issued equipment shall be maintained by the employee so as to insure continual proper function.
- u) Employer shall provide protective clothing such as tyvek when working with concrete or mortar coloring or additives.

ARTICLE 5 JURISDICTIONAL DISPUTES

Section 1. The term "jurisdictional dispute" shall be defined as any dispute, difference, or disagreement, involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor, organization, and /or labor organization, working on the site or representing a class or craft of employees affected by said assignment of work. In the event of a jurisdictional dispute the following procedures shall be followed to resolve the dispute:

- a) The Employer agrees to meet with the disputing Union Representatives within forty-eight (48) hours and attempt to resolve the dispute in accordance with decisions or agreements of record or past and present practices in the locality.

- b) Decisions for every job site jurisdictional dispute when agreed upon at a local level will be recorded in writing, signed by the Employer and retained by the parties concerned.
- c) Under this procedure there will be no strikes or lockouts over jurisdictional disputes.
- d) In the event all parties are part of The Plan for the Settlement of Jurisdictional Disputes In the Construction Industry then the Plan procedure shall be followed for settling jurisdictional disputes.
- e) In the event that one, or more, of the disputing Unions are not part of The Plan for the Settlement of Jurisdictional Dispute In the Construction Industry, then; the dispute shall be referred to final and binding arbitration under Article 28, Sections 3 through 5 of this agreement or other final and binding arbitration procedure acceptable to all parties involved in the dispute.
- f) This procedure, including arbitration if necessary, shall be the final resolution of all jurisdictional disputes under this agreement.

**ARTICLE 6
REFERRAL CLAUSE**

Section 1. Legal Authorization - The Employer is exclusively engaged in the Building and Construction Industry and the parties have elected to come under the provisions of Section 8(f) Part 3 of the National Labor Relations Act, as amended, which permits the parties to make an agreement requiring the Employer to:

- a) Notify the Union of opportunities for employment, and
- b) Give the Union an opportunity to refer qualified applicants for employment, and
- c) The Employers shall notify the Union office in order to secure qualified applicants.

Section 2. Procedure - In the application and administrations of Section 2 of this Article, the following shall govern:

- a) The Employer shall advise the Union of all available openings and job requirements prior to the Employer's filling such job.
- b) The Employer shall not circumvent the Union by hiring directly except as expressly provided elsewhere in this Article.
- c) The Employer shall have the sole and exclusive right of accepting or rejecting Laborers, for just cause. If any applicants are rejected by the Employer, the Employer shall immediately contact the Union office for additional referrals.
- d) After the expiration of forty-eight (48) hours, the Employer may proceed to fill vacancies. The Employer agrees to notify the Union within twenty-four (24) hours of all employees hired directly, after exhausting the forty-eight (48) hour waiting period.
- e) The Union shall make referral from Groups as set forth in this Article and advise the Employer, upon inquiry of qualified applicants.

- f) If the Contractor does not conform to this referral clause, the Union, upon twenty-four (24) hours-notice, has the right to strike that Contractor.

Section 3. Limitations

- a) The Employer reserves the right to recall any former employee covered by this agreement who has previously been employed by the Employer. Employees recalled shall be responsible for notifying the Union of their re-employment within 24 hours of such re-employment.
- b) An Employer may trade or loan an Employee to any other Employer signatory to this Agreement.
- c) The Employer may request by name from the referral lists of Group A, B and C any employee who has been laid off or terminated by the Employer within said territorial jurisdiction and who is available for work without being required to come under the provisions of Sections 2 and 3 as stated in this Article.
- d) The Employer may notify the Union in written form of applicants on the referral list that they are requesting not to be referred for employment to their projects for just cause. The Employer when requesting referrals should notify the Union that a letter is on file.

Section 4. Registration and Referral

Group A

All Construction Craft Laborers who have worked for more than the past two (2) years in the territorial jurisdiction covered by this agreement for any employer signatory to the said collective bargaining agreement with Local No. 165.

Group A-1

All Construction Craft Laborer Apprentices registered with the Illinois Laborers' and Contractors Joint Apprenticeship and Training Program shall work under the supervision of competent and qualified journeyworkers on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and in special "off-job" courses.

For apprentices enrolled in the Construction Craft Laborer Apprenticeship Program, the term of apprenticeship shall be approximately three (3) years of on the job diversified work and training, excluding time spent in related instruction unless credit is granted by the Joint Apprenticeship Training Committee.

Apprentice Wage Progression -

YEAR 1 - BEGINS WITH DATE OF REGISTRATION @ DOL

- **First Year - 75% of journey worker rate (Full Benefits)**
1000 hours On-The-Job Training 200 hours classroom training

When both requirements met – wage progression to 85% level

- **Second Year - 85% journey worker rate (Full Benefits)**
1000 hours On-The-Job Training 200 hours classroom training

When both requirements met – wage progression to 95% level

- **Third Year - 95% journey worker rate (Full Benefits)**
1000 hours On-The-Job Training 200 hours classroom training

When final classroom and OJT requirements are met, and apprentice has been in **program MINIMUM of 3 years** – they will be advanced to 100% Journeyworker Status.

Apprentices will submit a letter from their training program to their employer when their wage progression moves to a higher level.

Ratio and Supervisor.

- One (1) journeyworker to one (1) apprentice on a two (2) worker job;
- One (1) apprentice to two (2) journeyworkers on a three (3) worker job;
- Two (2) apprentices to four (4) journeyworkers on a six (6) worker job;
- Three (3) apprentices to nine (9) journeyworkers on a twelve (12) worker job;
- Four (4) apprentices to twenty-five (25) journeyworkers;
- Five (5) apprentices to thirty-five (35) journeyworkers;
- Six (6) apprentices to fifty-five (55) journey workers,
- And one (1) apprentice to twenty (20) journeyworkers thereafter.

In the event an apprentice must attend mandatory training classes, the employer will make every effort to re-employ said apprentice after completion of class.

Group B

All Construction Craft Laborers who have worked for less than two (2) years but more than one (1) year in the territorial jurisdiction covered by this agreement for any employer signatory to the said collective bargaining agreement with Local 165.

Group C

All Construction Craft Laborers and transfers who have worked for less than one (1) year in the territorial jurisdiction covered by this agreement for any employer signatory to the said collective bargaining agreement with Local 165.

Group D

All Construction Craft Laborers not qualifying for Groups A, B or C.

Section 5. The list of Construction Craft Laborers shall be available at the Union Hall and the provisions of this referral shall be posted where all members have access.

Section 6. If a Construction Craft Laborer works three (3) consecutive work days for the same employer, said Construction Laborer shall be removed from the referral list.

If a Construction Craft Laborer works less than three (3) consecutive workdays the said Construction Laborer shall maintain their position on the referral list.

If a Construction Craft Laborer quits or asks for voluntary lay-off, said Construction Laborer shall be removed from the referral list.

ARTICLE 7 KEY MAN CLAUSE

The Contractor may request from the Business Manager the use of a key man within the jurisdiction of the Union who need not be a member of Local 165. The first and last Laborer on the job shall be a member of Local 165. In the event that the key man assigned by the Employer is a member of a local union within the jurisdiction of the Great Plains Laborers' District Council that man shall be permitted to work within the Jurisdiction of Local 165; with the permission of the Business Manager. If the home local of the Key Man is outside of the jurisdiction of the Great Plains Laborers' District Council, he may be allowed to work on the site at the discretion of the Business Manager.

For contractors who have been established in Peoria or Tazewell counties and have maintained an office for a period of two (2) years or more, they may bring in the 2nd employee on the job and the 5th employee on the job as key employees.

ARTICLE 8 HOURS OF WORK

Section 1. In order to take advantage of day-light hours, weather conditions, shift or traffic conditions the Employer if agreeable among the crafts involved, may elect to work eight (8) consecutive hours between the hours of 6:00 a.m. and 4:30 p.m. After completing the 4th hour of work, an established 30 minute unpaid lunch period must be started within the next hour. Notice of a change in starting time must be given forty-eight (48) hours in advance and all employees of the Employer on the jobsite shall have the same starting time except when other arrangements are mutually agreed to between the Employer and the Business Manager.

All time worked before the established starting time and after quitting time shall be overtime and shall be paid for at the overtime rate provided for in the Agreement. Further, if an employee works during the established lunch period, the employee shall be paid at the overtime rate provided for in this Agreement.

All work performed on Saturday shall be at the rate of time and one-half, except as provided herein.

All work performed on Sundays and Legal Holidays shall be paid for at the double time rate.

Section 2. Employees shall be at their place of work (tool shed or other place as designated by the Contractor) at the starting time and shall remain at their designated work stations until the quitting time. Scheduled quitting time shall include a reasonable time to have all tools put away.

Section 3. Any time under fifteen (15) minutes consists of fifteen (15) minutes, over fifteen (15) minutes shall be counted as thirty (30) minutes, over thirty (30) minutes shall be counted as forty-five (45) minutes, over forty-five (45) minutes shall be counted as one (1) hour.

Section 4. When Employees are employed on the day overtime is worked, Employees required for overtime work shall be selected from the crew working on that specific job.

Section 5. By mutual agreement between the Employer and the Business Manager, the Employer may work four (4) ten (10) hour days Monday through Friday, with overtime being paid after ten (10) hours in a day and forty (40) hours in a week at time and one half. Saturday, Sunday and Holidays under this clause will be paid at the double time rate.

Section 6. A voluntary Saturday make-up day may be scheduled by the Employer when a regular shift during the week has been cancelled due to inclement weather. This Saturday makeup day shall be available to only those employees on the project or projects where the week day shift was lost and any new hires that were ordered prior to the workday lost, for the workday lost. There shall be no retaliation or discrimination towards employees that decline make-up work. Make-up day shall be mutually agreed to between the contractor and Business Manager.

Employees shall receive premium pay when any other craft working on that job for the same Employer at the same time receives premium pay from the employer.

ARTICLE 9 STANDARDIZED HOLIDAY LANGUAGE

Section 1. All work done on Sundays and Holidays shall be paid for at the double time rate. The following holidays shall be celebrated as observed by the Federal Government: New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day, Veterans Day is to be celebrated the day after Thanksgiving. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

Section 2. It is agreed that a Contractor may not curtail a normal work day that occurs before or after a holiday without the majority consent of his Employees on any particular project.

ARTICLE 10 SHIFT WORK

Section 1. When so elected by the Contractor, shifts of at least three (3) consecutive day's duration may be worked. When two (2) or three (3) shifts are worked: The day shift shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

Section 2. The evening shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the evening shift shall receive eight (8) hours pay at the regular hourly rate plus twenty-five (\$.25) cents for seven and one-half (7½) hours work.

Section 3. The night shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the night shift shall receive eight (8) hours pay at the regular hourly rate plus fifty (\$.50) cents for seven (7) hours work.

Section 4. A lunch period of thirty (30) minutes shall be allowed on each shift. On continuous pouring operations, the men will be given a twenty (20) minute lunch period on each shift, without loss of pay or time. The twenty (20) minute lunch will be staggered through each shift for the employees on that specific shift.

Section 5. Shift clause shall apply on regular work week only, 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Saturday, Sunday or Holidays and all hours worked other than the regular shift hours shall be paid at the overtime rate of pay per Articles 8 and 9 of this Agreement. There shall be no pyramiding of overtime wage rates.

Section 6. If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the Contractor involved and the Union Business Manager.

Section 7. In the event that men are changed from one shift to another there shall be eight (8) hours lapse between shifts, otherwise overtime wage rate shall be applicable.

Section 8. When a shift is started, the men shall be paid for the full shift, whether or not discontinued.

Section 9. By prior notification by the Employer to the Business Manager, if a special shift is required by an owner and if the employer is required to perform work which cannot be performed during working hours, employees may work a special shift and receive \$3.00 an hour over base rate for eight (8) hours work plus thirty minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

Section 10. By mutual agreement between the Employer and Union Business Manager, shifts of less than three (3) consecutive days in duration may be established and worked.

ARTICLE 11 SHOW UP TIME

Section 1. When an Employer requests a qualified Laborer through the Union or recalls a previous Employee, and this Employee reports on the job as ordered and is not put to work, they must be paid two (2) hours show up time.

Section 2. When Employees employed on a job finish their day's work and return to work the following morning, they shall be allowed two (2) hours show up time unless they have been notified the day before that there would be no work.

Section 3. When Employees commence work they must be given four (4) hours employment or pay. It is agreed, however, that the Employer will not be required to pay the two (2) hours show up time enumerated in Section I and 2 or the four (4) hours employment in this Section on account of bad weather or for conditions beyond the control of the Employer.

Section 4. It is agreed that when a Laborer is called or a regular employee reports for work at the regular starting time, and the Employer is unable to put them to work, and the Employer desires that they remain on the site of the project to be available, then the employee shall be paid continuously from the regular starting time.

ARTICLE 12 PAY DAY AND HOLDBACK

Section 1. Wages shall be paid on Friday at the job site before quitting time by cash, voluntary direct deposit, or negotiable check and shall be paid in full, except that three (3) days pay may be withheld to allow the Employer sufficient time to prepare the payroll. Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings.

Section 2. If pay day falls on a holiday, the Employee shall be paid on the day preceding the holiday.

Section 3. If no work on pay day, the pay checks shall be available at the job site not later than one (1) hour from starting time at the customary place.

Section 4. When an employee is laid off, or discharges, he/she may be paid in full at the job site. If a check cannot be written at the job site it shall be sent via overnight mail to the Local Union Hall. If mailed, the check shall be dated for the actual day of lay off. If the check is not at the Union Hall the following day (excluding Saturdays, Sundays and Holidays the employee shall receive four (4) hours' pay at the straight time rate for each day the check is late. When an employee quits on his own accord he shall wait for the regular payday for his wages.

Section 5. By mutual agreement, the Business Manager and Contractor may alter payday or holdback on any job site with reasonable cause.

ARTICLE 13 JUST CAUSE FOR DISCHARGE

Inefficiency, drunkenness, dishonesty, carelessness, insubordination, use of non-prescription drugs or controlled substances and disrespect toward customers and co-workers shall be sufficient cause for dismissal.

ARTICLE 14 RIGHT OF EMPLOYER

Section 1. The Employer shall have the right to determine the number of employees any portion of work shall require other than set forth in this Agreement.

Section 2. The Employer may hire (in accordance with Article 5) discharge or lay off any Employee for just cause.

Section 3. No Employee will be discharged or discriminated against for performing their duty as Steward of the Union.

ARTICLE 15 STEWARDS

Section 1. The Business Manager may appoint a Steward on any project. The Steward's duties will be to see to it that this Agreement is strictly adhered to and that all work coming under the jurisdiction of the Union is performed by Employees covered by this Agreement. Whenever more than one Laborer is working on the project, the Steward shall be one of those persons working.

Section 2. The steward may be transferred from one project to another like any other employee but it must be by mutual agreement. It is the steward's responsibility to notify the union before being transferred. The steward shall be employed subject to the terms of Article 13 and Article 32. The Steward cannot be discharged or laid-off without the approval of the Union's Business Manager.

Section 3. It shall be the duty of the steward to report to the Union any accident to any of the men which may occur on the job where employed.

ARTICLE 16 AUTHORITY TO ACT

Section 1. It is stipulated and agreed that only the persons named below either individually or collectively, are the authorized officers and agents of the Union and shall be the only ones to be recognized by the Employer as being authorized to act for or on behalf of the Union in any manner whatsoever under the terms of Agreement. The actions, declarations or conduct of any other person except those named below, whether performed, made or engaged in with respect to the Union or not, are not and shall not be considered to be the acts of any officer or agent of the Union, nor will the Employer or the Union recognize those persons as the Union's officers or agents for that purpose and their actions or conduct in that respect shall not be binding upon the Union, nor shall they form the cause or any basis for liability of any nature whatsoever on the part of the Union.

The authorized officers are: Business Manager of Local 165 or his designee, and the Business Manager of the Great Plains Laborers' District Council or his designee.

It is further stipulated and agreed that the authority of an officer of the Union to act for or on behalf of the Union, as above stated may be revoked at any time if a registered letter to that effect, signed by the duly authorized Union officers under the seal of the Union is sent to the Employer.

In case the Union wishes to confer any authority upon a Steward, it shall certify that fact to the Employer in writing, the written statement to be signed by the duly authorized officers of the Union under the seal of the Union.

Section 2. For purposes of signing any union documents after May 1, 2003, a signature must be secured from a duly authorized officer or employee of the corporation, company, partnership or other legal structure to be considered valid and binding. Under no circumstances shall a craft employee be allowed to sign on behalf of the employer.

ARTICLE 17 INJURY

Section 1. Any Employee injured on a job who is unable to return to the job by order of the doctor that day, shall receive a full day's pay. If the Employee returns to the job that day, the Employee shall receive full time pay for the time lost. If the Employee's occupational injury permits the Employee to continue to work but requires subsequent visits for necessary medical treatment or examination during the Employees scheduled working hours, the Employee will be paid for the time lost from the scheduled work in making such visits. The Employee should be put back to work when released from the doctor if work is available.

Section 2. In the event that an Employee employed by a Contractor for the purpose of Asbestos Abatement work, Hazardous Waste work or Lead Base Paint Abatement work, is required to submit from any doctor a physical examination for the purpose of obtaining, securing, renewing or continuing their Asbestos Abatement work, Hazardous Waste work, Lead Base Paint Abatement work or license, the cost of the physical and then such time lost from work for the purpose of such visits shall be fully paid by the Employer at the regular hourly rate. The Contractor has the right to schedule the doctor appointment.

ARTICLE 18 UNION COOPERATION

Section 1. An Employee shall give the Employer a full honest day's work.

Section 2. There shall be no restriction of the reasonable use of machinery, tools or labor saving devices.

Section 3. There shall be no interference by the Union with an Employer's men during working hours except that the Business Manager or his representative may consult with the Contractor, Superintendent, Foreman, Steward or men at work when necessary, and shall be as brief as possible.

Section 4. The Union shall use every honorable and peaceable means to enforce this Agreement.

ARTICLE 19 SUBCONTRACTORS

Section 1. The Employer agrees that the wages, fringe benefits, hours and working conditions provided for by this Agreement shall encompass the entire Job site covered by this Agreement, thereby applying equally to any subcontract let by the Employer or work covered by this Agreement. The failure of any Subcontractor to abide by the wages, fringe benefits, hours and working conditions, on any work sublet, assigned or transferred by the Employer, shall constitute a breach of this Agreement. After the Union has notified the General Contractor there is a dispute with the Subcontractor then if nothing is done in twenty-four (24) hours the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such dispute has been corrected.

Section 2. The Union agrees that the scope of this Article is expressly restricted to the aforesaid subjects, and shall not be construed to include the Union Recognition, Union Security or hiring clauses, or any other provision related thereto.

Section 3. The Employer agrees to not subcontract any bargaining unit work to be performed at the site of construction, alteration, painting or repair of building, except to a person, firm or corporation signatory to this Agreement.

ARTICLE 20 FOREMAN

Section 1. Employers shall appoint such foremen or pusher foremen, if any shall be needed. All foremen or pusher foremen shall be members of the Local Union 165 at least six (6) months and shall be paid at least one dollar and fifty cents (\$1.50) per hour more than the wage rate of pay of the highest paid Laborer under their supervision. Foremen shall be placed on all projects on which six or more Laborers are employed and shall work along with the men.

Section 2. General labor foremen shall receive fifty cents (\$.50) per hour more than the highest paid, man under his supervision.

ARTICLE 21 HIGH CONSTRUCTION WORK

Premium pay of twenty-five cents (\$.25) per hour over the classification wage rate shall be paid when the free fall hazard is over fifty (50) feet and less than one hundred (100) feet. When the free fall hazard is over one hundred (100) feet, there shall be a premium paid of thirty-five cents (\$.35) per hour over the wage rate of classification of work being performed.

ARTICLE 22 HIGHWAY AND HEAVY CONSTRUCTION

The parties hereto agree that any contractor performing Highway and Heavy Construction work shall become signatory to the Highway and Heavy Construction Agreement.

ARTICLE 23 UNEMPLOYMENT & WORKERS' COMPENSATION INSURANCE

Section 1. The Employer shall comply with all Federal and State Laws governing the employment of employees and shall carry Public Liability and Workers' Compensation Insurance and pay (Old Age Benefits and Unemployment Compensation) according to the Federal Insurance Compensation Act. Employers who are not automatically covered shall elect voluntarily to come under the provisions of the Unemployment Compensation Acts and contribute to the fund and also prove that payments have been paid. Failure to comply with the above requirements shall constitute a violation of this Agreement, and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

Section 2. It is agreed to authorize labor and management to evaluate and possibly implement a negotiated workers compensation program during the term of this Agreement.

ARTICLE 24
WAGES, FRINGE CONTRIBUTIONS, DUES CHECK-OFF,
LECET, PAC'S, VACATION FUND AND BONDING REQUIREMENTS

Section 1. Wages

- a) The minimum hourly wage rates of pay for the job classifications covered by this Agreement shall be as shown in the following schedule.
- b) When any Laborer commences work on a higher classification and works under two (2) hours, the employee will be given the higher classification of pay for two (2) hours. If any Laborer works at a higher classification over two (2) hours and less than four (4) hours, the employee shall be given four (4) hours pay at the higher classification. When any Laborer works over four (4) hours on a higher classification, the employee shall receive eight (8) hours at the higher classification. Any Laborer who works part-time at the Basic Labor Rate and part-time on a higher classification wage rate throughout the day, the employee shall be paid the higher classification wage rate for eight (8) hours.
- c) Wages for classification of work not herein specified shall be determined by both parties to the Agreement.
- d) If any Employer fails to pay wages, as established within this Agreement, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected. However, the Union agrees to notify the Employer and will allow the Employer twenty-four (24) hours to make payment.

Section 2. Fringe Benefit Contributions

- a) The Employer agrees to be bound by the CENTRAL LABORERS' PENSION FUND, the CENTRAL LABORERS' ANNUITY FUND, the NORTH CENTRAL ILLINOIS LABORERS HEALTH AND WELFARE FUND, the ILLINOIS LABORERS' AND CONTRACTORS' JOINT APPRENTICESHIP & TRAINING FUND, including any Amendments thereto, except increases in contributions.
- b) Contributions shall be in the amount stated in the following schedule. Payments shall be made no later than the 15th day of the following month for hours worked in the preceding month.
- c) Payments hereunder shall be required only so long as appropriate governmental rulings are in effect stating (a) that all payments to the above funds are fully deductible for Federal Income Tax purposes by the contributing Employers and (b) that such payments are not wages. The (Fund) shall furnish to the Association copies of said governmental rulings.

In the event the Employer is required to contribute by reason of the enactment of a National Health Plan or similar legislation, the Employees payments to the Health and Welfare Fund of this Agreement shall be reduced in an amount equal to such contribution, providing the monies being contributed to the fund shall be sufficient to purchase the present supplemental coverage for members so that their benefits would not be decreased or there would be an additional cost to the members by the enactment of National Health Plan. If there are more monies being paid to the Health and Welfare than are needed to pay for the National Health Plan and supplemental insurance,

if required, then these monies may revert to the Pension Fund, Annuity Fund or to employee wages, as directed by the Local Union Business Manager.

- d) Provided thirty (30) days prior to any effective wage increase written notice is received from the Union, the Employer agrees to make payments into the Welfare Fund, Pension Fund, Annuity Fund, Training Fund, Building Trades Check-Off, Vacation Fund and LECET as directed by the Union. Such increased payments shall be deducted from the hourly wage rates listed in Addendum I of this Agreement.
- e) The payments required above and in Addendum I shall be made payable under the provisions of Addendum I of this Agreement. The Employer hereby agrees to be bound by and to the said Agreements and Declarations of Trust as heretofore and hereafter amended, as though he had actually signed the same.

The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreements and Declarations of Trust as heretofore and hereafter amended.

All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the various Funds.

If an Employer fails to make contributions to the various Funds within 15 days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

Section 3. Dues Check-Off

- a) The Employer shall upon receipt of a proper assignment executed by an Employee, deduct the authorized membership working dues from the wages of each Employee and forward such monies promptly to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615.
- b) The membership working dues shall be stated in the following schedule under Laborers' International Union of North America, Local No. 165 jurisdiction. The said money shall be in the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615 by the 15th of the following month covering the hours worked the previous month.
- c) The Employer shall upon 30 days written notice from Laborers' Local No. 165 of a change in the address in A & B above pertaining to reporting dues check-off shall comply with said notification.
- d) Upon sixty days notice in writing from the Business Manager of the Union the Employer agrees to deduct from the wages of the employee the sum of five (\$.05) cents for each hour worked commencing at a date no earlier than May 1, 1996, and after receipt of a properly executed

assignment form from the employee for voluntary contribution to the Laborers' Political League of the Laborers' International Union of North America. The Employer and the Union specifically agree that such contribution is voluntary and is not a condition of membership in the Union or employment by the employer, that the refusal to sign such an authorization card will not result in any reprisal against the employee by either the employer or the Union, and that the money may be used for political purposes by the Council. All funds so contributed shall be forwarded by the 15th day of the month next following the month in which the hours of employment were worked to the address specified by the written notice of the Business Manager of Laborers' Local No. 165.

Section 4. Failure to Comply

Any failure to make the required payments by the individual Employer shall be deemed a gross breach of this Agreement. The Union shall then be free to take any economic action including refusal of employees to work for that Employer and picketing that Employer to obtain compliance, notwithstanding any other provisions of this Agreement.

Section 5. Bonding Requirements

- a) Unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least one full year immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement a surety bond in the amount of Twenty-five Thousand Dollars (\$25,000.00) to guarantee to his Employees working under this Agreement the payments of wages and fringe benefits, including pension fund, welfare fund, annuity fund, training fund, laborers'-employers' cooperation & education trust, political action committee funds, vacation fund, and dues check-off payments.
- b) In the event of failure, default or refusal of an Employer to meet his obligations to his Employees or the Pension Funds, Welfare Funds, Annuity Fund, Training Fund, Laborers' Employers' Cooperation & Education Trust, Political Action Committee Funds, Vacation Fund, and Dues Check-Off Funds, when due, the Union, aggrieved Employee or the Trustees of the Pension Fund, Welfare Fund, Annuity Fund, Training Fund, Laborers'-Employers' Cooperation & Education Trust, Political Action Committee Funds, and Vacation Fund, after written notice to the Employer, may file claim to obtain payment costs and reasonable attorney's fees there from of the applicable surety bond.
- c) Said failure of an individual Employer who has defaulted to obtain and maintain an effective surety bond as required herein or failure and default by an individual Employer who has defaulted of payments of obligations covered by this Agreement in excess of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement by the individual Employer who has defaulted in consequence of refusal of Employees to work for the individual Employer and picketing the individual Employer to obtain compliance by the individual Employer who has defaulted with this Agreement, notwithstanding any other provisions of this Agreement.

Section 6. Wages, Fringe Benefits, and other Deductions

CLASSIFICATION OF WORK

Group 1 – Basic Labor Rate as listed in Addendum I

Air Tamper
Bricklayer Tender
Hazardous Waste Worker
(Levels C & D)
Carpenter Tender
Cement Mason & Sack Shakers
Cement Mason Tender
Chain Saw
Common Laborer (includes all classifications not listed in this section)
Compact Rammer Type
Concrete Form Dismantler
Concrete Form Dismantler in Composite Crew/Carpenter
Concrete Saw
Curing Concrete
Drill Operator, Jackhammer (OPEN)
High Pressure Hose
Paving Breaker
Plaster Tender
Power Wheelbarrows or Buggies
Setting Up & Using Laser Beam Equipment
Signaling & Spotting of Buckets on Rig or Rig Men
Stone, Tile & Derrick Men
Tool Crib Men
Watchmen
Window Washers
Wrecking, Dismantling Old Buildings
Wall Men & Housemover

Group 2 – Basic Labor Rate as listed in Addendum I + \$.40 per hour

Concrete Specialist
Cutting & Acetylene Torch
Gunnite Nozzlemen
Gunnite Pump Men & Pots
Kettlemen & Carriers of Men Handling Hot Stuff
Sandblast Nozzle Men
Sandblast Pump Men & Pots
Setting up and Using Concrete Burning Bars
Wood Block Setters
Underpinning & Shoring of Existing Buildings
Unloading and Handling of all Material Coated with Creosote

Group 3 - SPECIALTY - Basic Labor Rate as listed in Addendum I + \$1.00 per hour

Asbestos Abatement Worker - (removal/encapsulation)

Lead Base Paint Abatement Worker - (removal/encapsulation)

Hazardous Waste Worker - (Levels A & B)

Fringe Benefit Contributions and Deductions

For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution and/or deduction according to Addendum I of this Agreement: Pension Fund, Annuity Fund, Welfare Fund, Laborers-Employers' Cooperation & Education Trust, Training Fund, Building Trades, Tri-Con, Industry Fund and Check-Off Dues.

a) For the purpose of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with this Agreement shall be counted as hours for which contributions are payable.

b) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.

FAILURE TO COMPLY

Any failure to make the required payments by the individual employer shall be deemed a gross breach of this Agreement. The Union shall then be free to take any economic action including refusal of employees to work for that Employer and picketing that Employer to obtain compliance, notwithstanding any other provisions of this Agreement.

**ARTICLE 25
TRICON**

Section 1. It is agreed by all parties to this agreement that TRICON (Tri-County Construction Labor a Management Council) is a value to not only the Unionized Construction Industry and the customers it serves, but to workers and management personnel in this industry. TRICON is a means to promote safety, labor-management cooperation and the quality and workmanship we have to offer. The parties to this agreement also realize that if TRICON is to continue moving ahead, an increase in funding is necessary. (TRICON funding represents a joint and matching contribution on behalf of each signatory employer and each member of a craft signatory to this agreement based on hours worked.)

Section 2. In addition to the Basic Labor Rate, the Employer agrees to contribute to TRICON as established in Addendum I of this Agreement.

Section 3. The parties recognize that the TRICON contribution as set forth in Addendum I of this Agreement represent a joint and matching contribution on behalf of each employer and each employee. In the event that TRICON contributions are discontinued, the existing wage scale shall be increased by an amount equal to half of the contribution rate at the time such contributions are discontinued.

Section 4. Any failure to make the required payments by the individual employer shall be deemed a gross breach of this Agreement. The Union shall then be free to take any economic action including refusal of employees to work for that Employer and picketing that Employer to obtain compliance, notwithstanding any other provisions of this Agreement.

Section 5. In the event that during the life of this Agreement TRICON ceases to exist, the matching contribution by the Employer will revert back to the Employer, the matching contribution by the Union will revert back to the Union.

ARTICLE 26 INDUSTRY FUND

Section 1.

- a) The Combined Central Illinois Construction Industry Fund (herein referred to as "Industry Fund"), has been organized to improve public relations, to improve the standards of the industry, to conduct education programs, to conduct any program for the benefit of the construction industry shall not conduct any anti-union or political activity.
- b) The employer agrees to make payments to the "Combined Central Illinois Construction Industry Fund" for each employee covered by this Agreement as stated in Addendum I.
- c) The payments to the Industry Fund shall be made according to Addendum I of this Agreement to the Central Illinois Construction Industry Fund which has been established under an agreement and declaration of trust, the terms of which are hereby accepted by the Employer.
- d) All contributions shall be made at such time and in such manner as the trustees of the fund shall require.
- e) If the Employer fails to make contributions to the fund within the period required by the Trustees of the Fund, the Employer shall be liable for all reasonable costs for collecting the payment due together with any reasonable attorney's fees and reasonable damages assessed by the Trustees.
- f) The Union shall incur no liability or responsibility for collection of such contributions.

ARTICLE 27 EMPLOYEE SECURITY

Employees shall have the right within the limits set by Section 8(b)(4) of the National Labor Relations Act, as amended; and it shall not be a violation of this Contract - nor cause for discharge or any other penalty if an employee or employees covered by this Agreement refuse to go through a legal primary established Union picket line.

ARTICLE 28 GRIEVANCE AND ARBITRATION

Section 1. It is specifically agreed that there shall be no strikes, lockouts or cessation or slow down of work or picketing over any dispute over the application or interpretation of this Agreement, and that all grievances and disputes, including certain jurisdictional disputes which are referred to this section for arbitration only, shall be handled as herein provided, except as stated otherwise.

Any dispute concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance, if possible. No employee grievance may be considered unless submitted in writing to the Union and the Employer within ten (10) days of the alleged violation.

Section 2. In the event the matter is not settled, it shall be referred to the Arbitration Committee consisting of three (3) Employer representatives, selected by the Association and three (3) Union representatives, selected by the Union District Council, or any equal combination thereof. After notice has been received by either the Association or the District Council, a meeting of the Arbitration Committee will be set up within fifteen (15) days. The determination of the Arbitration Committee shall be governed by majority vote. Upon mutual agreement, the parties may extend the fifteen (15) day limitation. The expenses of the Arbitration Committee shall be borne equally by both sides.

Section 3. Should the Arbitration Committee be unable to resolve the matter, the Union, Employer or the Association may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Services to submit a list of seven (7) recognized arbitrators. From the list so submitted the parties shall within ten (10) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains. The person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. Expenses of arbitration, including the arbitrators' fee and expense, will be borne equally by both parties, (equally by all parties in the case of jurisdictional disputes referred to this arbitration procedure).

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him/her, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement or any agreement made supplementary thereto. (Wages, hours, and fringe benefits are not arbitral)

Section 5. The decision of the Arbitration Committee or of the Arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (Unions, Employers, Association, and Employees and all claiming hereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

Section 6. There shall be no strikes or lockouts during the life of this Agreement except as authorized by the provisions of this Agreement.

Section 7. No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of the filing of the written complaint as provided in this Article. In cases of jurisdictional arbitration referred to this procedure the arbitrator's award shall be prospective only, except in cases of repetitive assignments by contractors or repetitive claims by unions which are in direct contravention of previous decisions under this procedure. In these cases the arbitrator may assign monetary damages not to exceed thirty (30) days from the date of the filing.

**ARTICLE 29
PRE-JOB CONFERENCE**

Section 1. A pre-job conference shall be held at least forty-eight (48) hours prior to the starting of a job.

Section 2. Should an Employer evade calling a pre-job conference, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement, and the Union shall have the right to strike and picket. It will not apply providing the job constitutes not more than five working days. It is agreed that a Contractor working within the jurisdiction of the Local Union, parties of this Agreement, shall notify the Business Manager before starting to work.

If the Employer calls for a pre-job conference for all trades the Union agrees that they will attend, providing Local 165 is a member of the Building Trades Council. Otherwise a separate pre-job conference must be held with this Local.

**ARTICLE 30
SAFETY**

Section 1. The Employer and all Employees agree to abide by all Federal, State and Local safety and health regulations.

Section 2. It is recognized that there are important roles to be performed by both management and labor in the prevention of accidents and to ensure a safe and healthy work environment. The worksite should be maintained in a clean and orderly state, which in turn will encourage a safe, efficient and more productive operation.

Section 3. It is important to succeed in this mutual endeavor. Failure of this effort can produce emotional stress, financial hardship and loss of work not only to the employee, but also to the employer.

Section 4. It is of mutual benefit to both labor and management to work together and pledge jointly that they will do all that is conceivable to maintain a safe, hazard free work environment on each jobsite.

Regular Jobsite inspections, continuous safety training on and off the jobsite, establishment of emergency procedures for each jobsite and a commitment of continuing teamwork between the parties to this agreement will produce the desired results.

Section 5. It should also be noted that if any employee fails to comply with any of the company's safety rules or policies, that employee may find himself in jeopardy of being dismissed by the employer.

**ARTICLE 31
TRAINING**

Section 1. It is recognized that failure to provide training opportunities for journeymen and apprentice, and the failure of these individuals to take advantage of these opportunities stands as an impediment to the competitiveness of the area's unionized construction industry. It is also acknowledged that training will have a discernable, positive effect upon productivity and quality for the industry. It is further noted that verifiable training offers a strong marketing concept for contractors, thereby enhancing employment opportunities for union labor. These concepts also promote pride and satisfaction in building tradesmen, which, in themselves, are marketable attributes.

Section 2. Management and labor therefore pledge to work towards the development of intensified, innovative training programs designed to improve quality, safety and productivity in a competitive environment. To this end, the unions may provide to employers current lists of these tradesmen that successfully complete upgrade training programs so that they will be naturally rewarded through increased work opportunities for reinvesting in their collective futures.

Section 3. It is further agreed that the unions will provide to management associations specific information on the scope of any journeyman upgrade training. The OSHA 10 hour class, First Aid/CPR, Scaffold User and Builder and other certifications which may be required by the employer shall be part of the referral process.

ARTICLE 32 DRUG-FREE WORKFORCE

Section 1. Employees are the contractor's most valuable resource and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, employers propose a policy that follows Substance Abuse and Mental Health Services Administration (hereinafter, SAMHSA, formerly known as NIDA) guidelines. Contractors will develop and maintain a drug testing program for their employees and supervisory personnel. Testing may be done prior to employment, periodically (defined as no more than one time per individual in any 12-month period), upon reasonable suspicion and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$5,000 or more for replacement or repair). Laboratories selected to perform testing will be SAMHSA certified. Possession, sale or use of alcohol (definition to be included in appendix to follow) or unauthorized prescribed medicines on the employer's property, site of construction, or during working hours regardless of location, shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined as a positive under this policy).

Section 2. Drug screening shall be permitted as a pre-employment process. Every effort shall be made by the Employer to assure privacy for all employees screened. When screened and the applicant does not meet the requirements for employment the applicant may request the sample be sent to an approved laboratory for additional testing. If the test is negative, the Employer will pay for the test and compensate him/her for the lost day of work. If the test is confirmed positive, the applicant shall pay for the test and not be eligible for employment.

Section 3. All applicants for employment with any signatory contractor can be required to submit to and pass a drug test at the employer's expense. Should the employer require a new applicant to be drug tested, that applicant shall be placed on the employer's payroll before testing begins. If an employee is notified that the results are positive, they will be paid to the end of the day of notification in full. All drug testing will be performed during normal working hours.

Section 4. No test need be performed, however, if the applicant has been employed by a contractor covered by this agreement, provided the individual authorizes the contractor to obtain information from past

employer to establish the individuals' participation in this drug and alcohol testing program. All requests for information and information provided shall be maintained in strict confidence.

Section 5. It is recognized that employees may be required to submit to testing as required by a project owner at the employer's expense. Employees must agree to such testing, provided such tests meet the minimum standards of this policy. Employees refusing to consent to such testing shall be deemed to have voluntarily quit their employment for all purposes under this agreement and shall give rise to a rebuttable presumption that the employee had violated this policy.

Section 6. Within three days after notification of a positive drug test result, an employee subject to this policy can request the employer to direct the MRO (Medical Review Office) to authorize testing of the split sample at another SAMHSA laboratory of the employees choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the employer shall reimburse the individual for the cost of that test and if employment is available, shall provide that individual with employment.

Section 7. Employees taking prescription medication, which, according to their physician, may have physical or mental side-effects which could affect their performance on the job, should report the use of said medication to site supervision. Employees who report the use of lawfully prescribed medication shall not be disciplined for use of same, but may, upon the advice of the Medical Review Officer, be subject to possible reassignment to less hazardous operations. The employer reserves the right to have its physician determine if a prescription drug produces hazardous effects. It is prohibited for employees to share or distribute prescribed medications or over-the-counter medicines to fellow employees.

Section 8. An employee reasonably suspected to have used alcohol shall be required to submit to testing conducted in accordance with the procedures and methods adopted by the Federal Department of Transportation (40 CFR Part 40). A positive test will be reflected by a blood-alcohol content equal to, or greater than, the current Illinois State Motor Vehicle regulations.

Section 9. No reasonable suspicion test can be performed unless the company representative involved in the decision to test has received training outlined under federal regulations (Federal Register 59 Fed. Reg 7333-4) for the Department of Transportation regarding drug and alcohol testing.

Section 10. Employees tested upon reasonable suspicion shall not receive compensation for time spent away from the job while being tested, unless the result is negative. Compensation shall include a wages and benefits that would have been paid had the employee's work hours not been interrupted the test. Upon written consent of the suspected employee, the Union shall be notified that this member has been requested to submit to drug and/or alcohol testing.

Section 11. Any employee who feels that he or she has developed a problem with alcohol or drugs is encouraged to seek assistance before it deteriorates into a disciplinary matter. Requests for assistance will be handled in the strictest confidence within the company and the union. The Company will act concurrence

with the Union Health and Welfare Plan to help any employee who voluntarily notifies company representative that he or she may have a substance abuse problem in obtaining suitable treatment. A written medical release will make the employee eligible for immediate reinstatement provided the employer has work available and the employee continues the required chemical dependency treatment program. Depending upon the recommendation of the treating health care provider, the employee may be subjected to follow-up testing. Discipline, up to and including termination, may be imposed in the event it is reported by the treating health care provider that the employee has failed the plan of recovery. It is understood that the goal is not being one of replacing an employee who voluntarily sought help and continues to seek help after initial treatment, but rather one of encouraging those whose feel the need for help to seek it.

Section 12. Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

Section 13. The provisions of this policy, requiring all employees to present themselves at work not having used alcohol and drugs, shall apply to all other individuals entering company property including but not limited to, part-time personnel, temporary personnel, vendors, contract personnel, subcontractor personnel, consultants and any employees of contractors working on the Jobsite or company property.

Section 14. Funding procedures for a drug-free workplace construction industry program will be mutually agreed upon by the Building Trades and the Contractors Association.

ARTICLE 33 SAVINGS CLAUSE

It is the intent of all parties hereto to comply with the law. Any provisions of this Agreement that are contrary to law or regulations covering the construction industry or Contracts, shall be amended promptly upon discovery.

ARTICLE 34 CONTRACT ADJUSTMENTS

At the request of the Employer, the Business Manager may, at his discretion, alter the terms and conditions set forth in this Agreement.

The parties agree to establish a special committee to discuss the competitiveness of signatory contractors. This joint committee is to establish guidelines and solutions to the key competitive issues.

**ARTICLE 35
TERM OF AGREEMENT**

Section 1. This Agreement shall become effective May 1, 2020 and remain in full force and effect through April 30, 2024 and shall continue in force from year to year thereafter unless notice is given in writing to the other party at least sixty (60) days prior to the expiration date.

Section 2. Individual Employers signatory hereto who have not assigned their bargaining rights to the said Association agree to be bound by the amendments, extensions or changes in this Agreement agreed to between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent Contracts negotiated between the Union and the Association unless ninety (90) days prior to the expiration of this or any subsequent Agreement said non-bargaining unit Employer notifies the Union in writing that it revokes such authorization. Further, said non-bargaining unit Employer agrees that notice served by the Union upon said Association and Mediation Service for reopening, termination or commencement of negotiations shall constitute notice upon and covering the non-bargaining unit Employers signatory hereto.



Greater Peoria Contractors' and Suppliers Association
Dana Oaks, Executive Director

5-4-2020

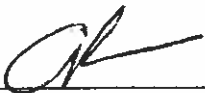
Date



Laborers' International Union of N.A. Local Union No. 165
Timothy J. Schmidgall, Sr., Business Manager

4-30-2020

Date



Great Plains Laborers' District Council
Anthony Penn, Business Manager

5/1/2020

Date

**ADDENDUM I
WAGES, FRINGE CONTRIBUTIONS AND DEDUCTIONS
EFFECTIVE: MAY 1, 2022**

The wages, fringe contributions and deductions for **BUILDING CONSTRUCTION** shall be as described below:

COUNTY: PEORIA

LOCAL UNION NO. 165

EMPLOYER CONTRIBUTIONS

BASIC LABOR RATE	\$28.83	Foreman - \$1.50 above scale Gen Foreman - \$2.00 above scale
PENSION FUND (1)	\$18.56	
ANNUITY FUND (2) (3)	\$ 3.73	
WELFARE FUND (4)	\$ 8.50	
TRAINING FUND (5)	\$.80	
TRI CON (6)	\$.06	
INDUSTRY FUND (7)	\$.23	

EMPLOYEE DEDUCTIONS

LABORERS' - EMPLOYERS' COOPERATION & EDUCATION TRUST (8)	\$.38	(Deduct \$.38 per hour from employees gross wages)
BUILDING TRADES (9)	\$.16	(Deduct \$.16 per hour from employees gross wages)
DUES CHECK-OFF (10)	5.00%	(of gross wages)
BUILDING FUND (11)	\$.05	(Deduct \$.05 per hour from employees gross wage)
MARKET PRESERVATON FUND (12)	\$.65	(Deduct \$.65 per hour from employees gross wages)
MIDWEST REGION CHECK-OFF (13)	\$.25	(Deduct \$.25 per hour from employees gross wages)

EMPLOYER TOTAL PACKAGE

\$60.71

- 1) Pension contributions to be sent to Central Laborers' Pension Fund Office, P. O. Box 1267, Jacksonville, Illinois 62651.
- 2) Overtime hours worked to be paid at the applicable overtime rate.
- 3) Annuity Contributions to be sent to Central Laborers' Annuity Fund Office, P. O. Box 1267, Jacksonville Illinois, 61652. Employers shall remit annuity contributions to the Central Laborers' Annuity Plan until such time the proposed Great Plains Annuity Fund is established, Trustees appointed and Trust document is signed. At such time that the Great Plains Annuity Fund has met all appropriate legal criteria, said fund shall be added by means of an addendum to this Agreement and Employers will be notified to send their contributions to the North Central Illinois Laborers' Health and Welfare Fund.
- 4) Welfare Contributions to be sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 5) Training Fund contributions are above the Basic Labor Rate and shall be sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615. Employers that perform work in the Hazardous Waste, Asbestos and Lead Base Paint Industries shall pay a training program contribution of .85 per hour instead of \$.80 per hour as referred to above.
- 6) Tri-Con contributions are above the Basic Labor Rate and shall be sent to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 7) The Combined Central Illinois Construction Industry Fund contributions are above the Basic Labor Rate and to be sent to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 8) Laborers' - Employers' Cooperation & Education Trust to be deducted from the Basic Labor Rate and sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 9) Building Trades to be deducted from the Basic Labor Rate and sent to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 10) Dues Check-off calculated as a percentage of gross pay deducted from the Laborers' weekly paycheck and to be sent to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 11) Building Fund contributions to be deducted from the Basic Labor Rate and sent to the North Central Illinois Laborers Health and Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 12) Market Preservation Fund contributions to be deducted from the Basic Labor Rate and sent to the North Central Illinois Laborers Health and Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 13) Midwest Region Check-off to be deducted from the basic labor rate and sent to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.

CLASSIFICATION OF WORK: See Article 24, Section 6 of this Agreement.

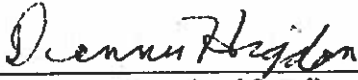
FUTURE DISTRIBUTIONS: 5/1/2023 - \$1.67/hr

WAGE ADDENDUM SIGNATURE PAGE

LABORERS LOCAL 165

And

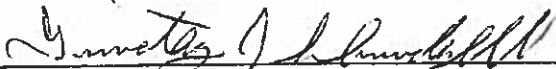
GREATER PEORIA CONTRACTORS' AND SUPPLIERS ASSOCIATION



4/1/2022

Greater Peoria Contractors' and Suppliers Association
Dennis Higdon, Executive Director

Date



4-1-2022

Laborers' International Union of N.A. Local Union No. 165
Timothy J. Schmidgall, Sr., Business Manager

Date



4/1/2022

Great Plains Laborers' District Council
Anthony Penn, Business Manager

Date

Contractor's Signature

Date

Contractor's Name

Contractor's Address

City

State

Zip

Telephone Number

Fax Number

E-Mail Address

Federal Tax ID#

**GREAT PLAINS
LABORERS' DISTRICT COUNCIL**

AND

**LABORERS INTERNATIONAL UNION
OF NORTH AMERICA LOCAL #231
PEKIN, ILLINOIS**

HIGHWAY AND HEAVY CONSTRUCTION AGREEMENT

**Covering Fulton and
Tazewell (Except the Old City Limits of East Peoria) Counties**

May 1, 2022 through April 30, 2025

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PREAMBLE

Covering construction of private and public improvements, new construction and improvements to or removal of existing facilities five (5) feet from the building, including but not restricted to: Roads, pavements, streets, alleys, sidewalks, parking lots, curb, gutters, subways, tunnels, over and underpasses, paved ditches, slope walls, bridges, viaducts, culverts, grade separations, caissons, canals, levees, dams, locks, docks, sewers, sewer disposal plants and units, purification plants, and units, airports, golf courses, landscaping, telephone ducts, subdivisions, water mains, pipe lines and work pertaining thereto, etc. Dredging, all clearing for pools and right-of-ways for construction being performed or to be performed in Tazewell and Fulton Counties, State of Illinois.

It is understood and agreed that this Agreement shall be in effect in the above counties on the above classified work, either Federal, State, County, Township, City, or private work, within the boundaries of said counties, except that portion of sewer disposal plants, purification plants, airport, or other Highway and Heavy Construction projects which require building to be added, in which event the regular building contract will be applied to the building themselves.

This Agreement is made and entered into by the undersigned Association, representing the majority of contractors engaged in the business of constructing public improvements, such as enumerated in the above preamble, hereinafter known as the Employers, and the Great Plains Laborers District Council and Laborers International Union of North America Local #231, within the jurisdiction of Local #231 for the following counties: Tazewell County, except the Old City Limits of East Peoria, and Fulton County, hereinafter known as the Union, whose endeavor is to create and maintain harmony in the erection of projects for construction of the above mentioned classifications of work and in the above mentioned counties. The following articles are hereby mutually agreed upon by both aforesaid parties.

PURPOSE OF AGREEMENT

Section 1. This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustments of grievances and disputes between the Employer and employee, and to prevent waste and unnecessary delays and expenses, and for the further purpose of at all times securing for the Employer sufficient capable workmen, and so far as possible to provide for labor continuous employment; such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon, so that suitable conditions may prevail in this construction industry as classified in the preamble of this Agreement, so that construction costs may be as low as possible, consistent with fair wages and conditions, and further establish the necessary procedure for which these ends may be accomplished.

Section 2. Both parties to this Agreement believe that a uniform Agreement, if adopted by all Employers and all Unions, would still further the interests of the construction industry, and agree to use their best efforts to bring about such actions, and further believe that such uniform Agreement arrived at by means of collective bargaining, will enhance a more uniform agreement, regulating hours, wages, and other conditions of employment, within the boundaries of Fulton and Tazewell counties (except the Old City Limits of East Peoria, Illinois).

TERMS OF AGREEMENT, DURATION AND TERMINATION

This Agreement is effective the 1st day of May, 2022, by and between Great Plains Laborers District Council and Laborers' International Union of North America, Local #231, of Pekin, Illinois, hereinafter referred to as the "Union", and the Highway and Heavy Construction Contractors Association of Tazewell and Fulton Counties, for and on behalf of those employers whom it is authorized to represent, and to the extent to which such authorization permits in its relation with the Union, hereinafter referred to as the "Employer". The Employer also refers to any Employer not a member of the Association who executes this collective bargaining agreement with the Union.

This Agreement shall be in full force and effect for all items covered throughout, through April 30, 2025, and shall continue in effect from year to year thereafter, unless notice of termination is given in writing by either party to the other party at least sixty (60) days prior to May 1, 2025, or any May 1, thereafter.

Within sixty (60) days prior to May 1, 2025, the Union or Employer may serve notice to reopen this Agreement for purposes of negotiating any terms covered by this Agreement or properly the subject of collective bargaining. If after such reopening the parties are unable to agree, the Union may, following a written ten (10) day notice of intent to do so, engage in a strike for the purpose of securing its demands and no other provisions of this Agreement shall bar such action, and the Employer may, following a written ten (10) day notice of intent to do so, engage in a lockout for the purpose of securing its demands and no other provisions of this Agreement shall bar such action.

The Local Unions may distribute any part of the negotiated wage increase into existing negotiated funds, provided that such increase is requested to the Association at least sixty (60) days prior to its effective date on each anniversary of this Agreement. Changes in contribution amounts to any of the funds listed shall only be made annually on the Agreement's anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Dept. of Labor. When the Union notifies the Association of its request, an addendum in writing describing such change(s) shall be incorporated into this Agreement.

Individual employers signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions, or changes in this Agreement agreed between the Union and the Association and further agree to be bound by the terms of conditions of all subsequent contracts negotiated between the Union and the Association, unless ninety (90) days prior to the expiration of this or any subsequent agreement said non-member employer notifies the Union in writing that it revokes such authorization. Further, said non-member employer agrees that notice served by the Union upon said Association and mediation service for reopening, termination, or commencement of negotiations shall constitute notice upon and covering the non-member employer signatory hereto.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours, and other working conditions for all laborers, watchmen, foremen, and general labor foreman, excluding clerical employees, timekeepers, and superintendents.

The Employer agrees to employ members of Local #231 in good standing and carrying regular working cards from the Laborers International Union of North America. The Union agrees on its part to do all in its

power to honorably further the interest of the Employer, providing the Employer secures his men through designated representatives of Local #231.

In case the Union cannot furnish men, according to the referral the Employers have the right to hire whom they see fit, with the understanding that if the men do not belong to Local #231, they must join.

The Employer shall be the sole judge of and have the right to determine the number of employees required on any job or any portion of the work being done by the Employer.

ARTICLE 1 SCOPE AND CLASSIFICATION OF WORK

Lead Base Paint Removal
Asbestos Abatement Removal (\$1.00 Per Hour Premium)
Carpenter Tender/Helper
Tool Cribmen
Cleaning and Oiling of Machinery and Tools
Fireman or Salamander Tenders/Helpers
Flagmen and Traffic Control Spotters
Gravel Box Men
Form Handlers
Material Handlers
Fencing Laborers
Cleaning Lumber
Material Checkers
Dispatchers
Landscapers
Unloading Explosives
Laying of Sod
Planting of Trees
Removal of Trees
Pile Driver Helpers
Asphalt Plant Helpers
Wrecking Laborers
Fireproofing Laborers
Surveyors and Instrument Men Helpers
Janitors
Unloading and Carrying Re-Bars
Caisson Top Man Helper
Mason Tenders/Helpers
Scaffold Workers
Laborers with De-Watering Systems
Plaster Tenders/Helpers
Tunnel Labor (Free Air)
Track Laborers
Cement Handlers
Chloride Handlers

Concrete Workers (Wet)
Batch Dumpers
Tank Cleaners
Air Track Drill
Hazardous & Toxic Waste
Plastic Installers
Power Tools
Air Tamping Hammerman
Caisson Top Man
Digging Bell Holes
Signaling and Spotting of Rigs and Equipment
Stripping concrete forms erected by Carpenters, with Laborers tending them, will be performed by a composite crew of Laborers and Carpenters
Laborers will strip all other concrete forms
Caisson or Tunnel Miners and Muckers
Gunite Nozzle Men
Welders, Cutter, Burners, and Torchmen to include, but not limited to scrap
Tile or Pipe Layer and Helper
Steel Form Setters - Street and Highway
Concrete Saw Operator
Screedman on Asphalt Pavers
Front End Man on Chip Spreader
Laborers Tending/Helping Masons with hot materials or where foreign materials are used
Multiple Concrete Duct - Leadman
Luteman
Curb Asphalt Machine Operator
Ready Mix Scalemen, Permanent, Portable, or Temporary plant
Laborers Handling masterplate or similar materials
Laser Beam Operator
Concrete Burning Machine Operator
Coring Machine Operator
Underpinning and Shoring of Buildings
Dynamite Shooter
Cribbing & Jackman in Trench and Hydraulic Jackman
Tree Topping
Handling of Materials treated with oil, creosote, asphalt, and/or Foreign materials harmful to skin or clothing handled by any mode or method
Tunnel Helpers in Free Air
Kettle and Tar Men
Motorized Buggies or Motorized Units used for wet concrete or building materials
Sewer Workers
Vibrator Operators
Mortar Mixer Operators

Cement, silica, clay, fly ash, lime, and plaster handlers
(Bulk or bag)
Cofferdam Workers

On concrete paving, placing, cutting, & tying of reinforcing
Deck Hand, dredge hand, and shore laborers
Bank men on floating plant
Asphalt Workers and layers with machine
Grade checker (includes G.P.S. or other means), dump men, and spotter where grade is to be established

Chain Saw Operators
Jackhammer and drill operators
Gunitite pot man
Batterboard setter
Driving of stakes and setting string lines for all machinery
All temporary pavement taping

It is also understood and agreed that it is the jurisdictional work of the laborer to load and unload, distribute, fill, clean and maintain all water containers on the job site.

It is agreed the covering of concrete by any method shall be the work of the laborer.

The hand loading and unloading, set up, tear down, and servicing of all water and trash pumps of any kind up to 4 1/2" (a single pump or combination of pumps with total discharge up to 4 1/2") is the work of the laborers.

The hand loading, unloading, and distribution of all fencing material, plus all hand digging, tending the auger, layout and pouring of concrete shall be the work of the laborers in conjunction with the local area practice.

All work performed on temporary fence in conjunction with the local area practice.

The hand loading, unloading and distribution of guardrail material in conjunction with the local area practice.

The demolition of all types of guardrail in conjunction with the local area practice.

The setting or laying of all types of gravity flow line pipe provided this work is not performed in violation of any law or licensing requirements.

The laying of all types of water main including all mechanical joints and hydrants provided this work is not performed in violation of any law or licensing requirements.

The operation of remote control or manual vibratory soil compactors.

Operate all walk behind and platform mounted (for standing) equipment including, but not limited to, mini-skid steers and mini-track loaders for work within the laborers jurisdiction.

Concrete Specialist -

Concrete Specialists wages and fringe benefits shall be established by mutual agreement between the Union and the Association.

Concrete Specialists shall perform all work assigned to them relating to but not limited to pouring, striking of and finishing all concrete surfaces, driving of all stakes, the placing of forms and screeds,

including steel curb and gutter for sidewalk screeds to the point of installation, all laborer work on all curb and gutter machines, all gunnite work one and one half (1½) inches, all laborer work on cement guns, the nozzle man and machinery operator on all gunnite work, reinforced concrete stack work except footing or bases, the setting of string line for grade and curb machine.

It is agreed that multi-card employment is permissible under the terms of the Agreement, and it is expressly agreed that the employer will pay fringe benefits to only one craft, to be selected by the employee. Selection by the employee of the craft to which fringe benefits are to be paid shall be in writing.

CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES -- Concrete, bituminous forms on all flat archwork. The moving, cleaning oiling and carrying of all forms to the next point of erection. The snapping of wall ties and removal of the rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms and all skilled, semi and unskilled work connected therewith. Concrete or aggregates for walls, footings, foundations, floors, or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. The hooking and unhooking, flagging, spotting for all bulldozers, cranes, trench machines, derricks, trucks, highlifts and tractors. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, rodding or screeding, by hand or mechanical means prior to finishing. Where prestressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstone or air or water. The filling and patching of voids, crevices, etc. to correct defect in concrete caused by leakage, bulging, sagging, etc. The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used. All work on interior concrete columns, foundations for engine and machinery beds. The original form, and the stripping of forms on all flat archwork.

If in changing classifications, the rate of pay for one classification is higher than the other, the employee shall be paid the higher rate of pay for that day.

WAGES FOR CLASSIFICATIONS OR WORK NOT HEREIN SPECIFIED SHALL BE DETERMINED BY BOTH PARTIES TO THIS AGREEMENT.

Nothing in this provision shall require the Company to assign any particular work to the employees represented by the Union. Moreover, the Company may assign any and all work to the union or unions it believes will accomplish the work with the most skill, efficiency and economy. In this

regard, the Union will not challenge any work assignments made by the Company, nor will it engage in any form of coercion in order to attempt to force the Company to assign work to the Union.

During total wrecking and gutting of buildings (not to include remodeling work), employees engaged in the demolition of walls and other structural members. (Removal of any and all debris, after the building has been razed shall be paid at the regular rate). All other Labor work not listed in classifications above, the rate shall be established by agreement between the Employer and Business Manager.

It is understood and agreed that the unloading, handling and carrying of concrete reinforcing bars to the panel in which they are used is the work of the laborers, as well as the placement of steel in tunnel construction. It is further agreed that the placement of all pavement steel, including center strips and accessories, wire fabric, and expansion joints, is the work of the laborers.

The wrecking, stripping, removing, or dismantling of highway pavement forms used for concrete construction is the work of the laborers.

It is agreed that the cleaning and oil protection coating of all types of machinery or tools used in the pouring, trowling, leveling or paving of concrete or asphalt is the work of the laborer in its entirety.
Truck driver helper - a minimum of one laborer for each service truck to load and unload materials.
Surveyor helpers - regular rate shall apply.

If a jackhammer is used, two (2) men must be employed to operate same, except one (1) man may be used when determined by Business Manager and Employer.

Minimum one (1) laborer for every three (3) carpenters and at no time will he tend more than four (4) carpenters.

It is understood and agreed a minimum of one (1) laborer and as many more as may be required, will be kept on all concrete pours as long as the concrete is being worked on in any manner or by any craft. The Laborer(s) may be used in any useful work in the area of the concrete pour when not needed by the craft working on the concrete or in performance of his jurisdiction of work in the concrete.

It is agreed that unloading, handling, and carrying of all steel in concrete paving is the work of the laborers. It is also agreed that the placing, tying of all steel, including center strips, reinforcing rods, continuous rods, wire fabrics, and expansion joints in concrete paving is the work of the laborers.

The setting up and using of all "concrete burning bars" whether burning concrete or any other type of material, including the setting up and using of all laser beam equipment.

Plastic material handling, placing, unloading, loading, setting, whether the plastic is performed or flowed into place, at scale applicable in this Agreement.

Railroad and Chimney Work: All work covering the erection and demolition of reinforced concrete and masonry chimneys shall be governed by the Laborers International Chimney Agreement that prevails for this area. All work pertaining to railroad work shall be governed by the Laborers International Railroad Agreement that prevails for this area.

The Union shall not concede any portion of the work herein mentioned to any organization or craft without first securing written consent of the Employer. An Employer shall not concede any portion of the work herein mentioned on any job without getting written consent of the Union and also the undersigned Employer.

Classifications for:

Excavations and Foundations: Concrete for Walks, foundations, floors, or for any other construction, mixing, handling, conveying, pouring, gunniting, and otherwise applying concrete, whether done by hand or any other process, working, stripping, dismantling, or handling concrete forms and false work, building of centers for fireproofing purposes.

Underpinning and Shoring: Shoring, underpinning, raising and moving of all structures.

Drilling and Blasting: All work of drill running and blasting.

General Excavation and Grading: The clearing, excavating, filling, backfilling, grading, and landscaping of all sites for all purposes, and all common and skilled connected therewith.

General Laborers: All laborers in shipyards, material yards, junk yards, cemeteries, and the clearing of streets, ways, and sewers, and all Laborers work of a common and skilled nature.

Pits, Yards, and Quarries: All drillers, blasters, signal men, and laborers in quarries, crushed stone yards, and gravel and sand pits.

Wrecking: The wrecking of buildings, bridges, and all other structures. The rigging and unrigging, by any means, and signaling, when materials for salvage or scrap are removed by crane or other equipment.

The Employer recognizes the right of the Union to claim jurisdiction of all classifications of work mentioned in this Agreement subject to the provisions of Article 28 (Jurisdictional Disputes) of this Agreement.

It is understood and agreed that this Agreement covers all labor work used in construction of such projects as covered in the preceding and following Articles. It is further agreed that this Agreement shall cover such other work as may be assigned to the Union.

ARTICLE 2 PRE-JOB CONFERENCE

If the Union or the Employer request a pre-job conference, it shall be held. At the pre-job conference the Employer shall advise the Union of its requirements as to the workmen required in the respective classifications, and the probable starting date, duration of the job, and the working schedule.

Should an Employer evade a documented request for calling a pre-job conference or a scheduled pre-job, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this agreement, and the Union shall have the right to strike and picket. It will not apply providing the job constitutes not more than five (5) working days. It is agreed that an Employer working within the jurisdiction of Local Union #231 and party to this agreement, shall notify the Business Manager before

starting to work.

ARTICLE 3 UNION SECURITY

All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing in the Union as a condition of their employment, and the 8th day following the beginning of their employment, or the effective date of this contract, whichever is later, as authorized in Section 8(f) of the National Labor Relations Act as amended. It is agreed by both parties that employees who do not belong to the Union may voluntarily join the Union anytime within the eight (8) day period.

Upon written notice from the Union notifying the Employer of the failure of any employee covered by this contract to complete or maintain his membership because of non-payment of dues, the Employer shall, within the twenty-four (24) hours of such notice, discharge said employee. Provided further, that no Employer or the Union shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to other members, or if the membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

ARTICLE 4 REFERRAL CLAUSE

The Employer shall request referral of employees from the Union for each of its projects, and shall not circumvent the Union by hiring directly and without affording the Union an opportunity to make referral of applicants for employment. When the Employer requires employees, the Employer shall notify the Union and shall allow forty-eight (48) hours for referral of prospective employees. After the expiration of forty-eight (48) hours, if the requested referral is not met, the Employer may proceed to fill vacancies. The Union shall maintain a list of persons eligible for employment and shall not discriminate in making referrals against any individual because of race, sex, color, or creed, or his membership or non-membership in the Union. The Employer, in requesting referrals, shall notify the Union of the nature of the work to be performed and the classification and qualifications of employees desired to enable the Union to make proper referral of applicants. The right to hire shall be vested in the Employer and shall be separate and distinct from the Union's right of referral of applicants.

Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists.

Recall - Employers may request former employees for referral to a job or project, and the Union Referral Office shall refer said former employees to the job or project provided they are properly registered applicants in the Referral Office, are available for work at the time of request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within the past twelve (12) months prior to the request.

Registration and referral of applicants shall be by groups as set out below. Apprentices shall be referred under a separate out-of-work list.

Group A - All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for nine hundred (900) hours as a construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

Group A-1 - All apprentices will be on the A-1 list. Apprentice Applications will be taken at the Local Union Halls on the first Tuesday of each month from 8:00 a.m. to 12:00 p.m.

The term of apprenticeship shall be approximately three (3) years and 3000 hours of on the job diversified work and training, excluding time spent in related instruction. When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Joint Apprentice Training Committee for an individual apprentice who demonstrates exceptional skill and technical knowledge competencies in any module or major component of the work process.

The schedule that follows provides for three (3) equal periods of 1000 hours of work:

(a)	0-750 Hours	75% of the journey worker rate and full fringe benefits
	751-1000 Hours	80% of the journey worker rate and full fringe benefits
	1001-2000 Hours	85% of the journey worker rate and full fringe benefits
	2001-3000 Hours	95% of the journey worker rate and full fringe benefits

751-1000 Hours	(must complete 160 hours of related training)
1001-2000 Hours	(must complete 160 hours of related training)
2001-3000 Hours	(must complete 160 hours of related training)

Apprentice Probationary period will remain at 750 hours.

Employers will be notified of the correct percentage of the journey worker rate for each apprentice by the Fund Administrator.

Ratio and Supervisor.

- One (1) journey worker to one (1) apprentice on a two (2) worker job;
- One (1) apprentice to two (2) journey workers on a three (3) worker job;
- Two (2) apprentices to four (4) journey workers on a six (6) worker job;
- Three (3) apprentices to nine (9) journey workers on a twelve (12) worker job;
- Four (4) apprentices to twenty-five (25) journey workers;
- Five (5) apprentices to thirty-five (35) journey workers;
- Six (6) apprentices to fifty-five (55) journey workers,
- And one (1) apprentice to twenty (20) journey workers thereafter.

Apprentices shall work under the supervision of competent and qualified journeyman laborer on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and in special off-job courses.

(b) The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Illinois Laborers' & Contractors'

Joint Apprenticeship and Training Trust Fund, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representative such Trustees as may be, from time to time, appointed to serve as Employer Trustees herein.

Group B - All journeyman who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for four hundred fifty (450) hours as a journeyman construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

Group C - All journeyman who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for two hundred (200) hours as a journeyman construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

Group D - All applicants not qualifying for Groups A, B or C. In order for a referral to move from the "D" list to the "C" list the referral must have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for nine hundred (900) hours as a journeyman construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

All referrals, based on hours worked, within the A, B, C and D classification, shall move a maximum of one group per calendar year effective January 1 of the preceding year. The referral must continue to have worked the minimum hours in their classification, A, B, C or D, or he will be moved to the appropriate list January 1 of the preceding year. Hours worked will include training hours and injury hours as actual hours worked. Referrals who are off due to illness for a minimum of two (2) weeks with a doctor's statement will remain on the current out-of-work list.

All journeymen registering for active employment shall set forth their name, address, telephone number and state any skills the applicant possesses and the jobs the applicant is able to perform including any relevant licenses or certifications. Blank applicant referral forms will be available at the Union's referral office. The Local Union will complete an out-of-work list consisting of the journeymen and apprentices who have registered their availability for referral.

If a registrant, referred for employment in regular order, refuses or is unavailable for three (3) consecutive referrals, his name shall be placed at the bottom of the list unless the applicant has given the Local Union notice in writing of unavailability for a period not to exceed thirty (30) days.

Referral of members in Local 231's jurisdiction will be by telephone. All members will be required to have an active phone number listed with the Local Union office in order to be referred to work. Referral to projects will be between the hours of 6:00 a.m. to 9:00 a.m. and 2:00 p.m. to 5:00 p.m. or as the contractor's request. Emergency referrals made outside the designated dispatch hours would also be made in order; however, applicants who are unavailable or refuse such referrals will not be penalized.

Upon registration, applicants will designate themselves as available for referral within a region. Once an applicant has thus classified him or herself, all penalties regarding refusals and unavailables, for any job in

the region, will apply. The Union will be operating with multiple, regional referral lists. In the event that the Union, trying to fill an Employer's request, has exhausted all possible applicants for referral from that region's list and still requires more workers, the office may move on to the next, closest list. However, applicants who refuse such referrals or are unavailable under these circumstances will not be penalized.

The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive three (3) days' pay at straight time if employed.

The short term referral provisions herein are inapplicable and the applicant will be removed from the out of work list if the applicant takes any action within the first three (3) days of employment designed to manipulate this provision of the Job Rules, such as voluntarily quitting or requesting to be laid off or discharged from a job to which he or she is referred.

The Employer may request employees possessing special skills and abilities, in which case the Union shall refer the first applicant on the list who possesses such special skills and abilities. When a laborer cannot qualify for the specific work needed, he shall be paid for the time worked only and the Employer shall confirm such request in writing to the Union, within forty-eight (48) hours following an oral request. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within forty-eight (48) hours, the Employer may employ applicants directly, subject to the Union's Security Clause in Article 3. In such event, the Employer shall notify the Union Office of the names of the persons employed and the dates of the hirings; such notice shall be given within twenty-four (24) hours of the hiring.

The Employer agrees that the Union will not be held responsible for the acts, beyond their control, tortious or otherwise, or failure to act, and caused by those applicants it refers.

The provisions relative to referral of applicants, set forth above, will be posted by the Union in its Union Hall and will be posted by the Employer at each project where notices to employees and applicants for employment are normally posted.

If the Employer does not conform to this referral clause the Union upon twenty-four (24) hours notice, has the right to strike that Employer.

All counties will be referred by telephone. All applicants will be required to submit a maximum of two (2) telephone numbers.

ARTICLE 5 KEY MAN CLAUSE

At the pre-job conference upon request of the Employer the Union may allow the use of one key man on a jobsite who needs not be a member of Local 231. The Employer must demonstrate that the job to be done calls for the use of special skills, experience or training which qualify the key man for work on the job. The first laborer on the job and the last laborer on the job shall be from Local 231. In the event that the Union allows the use of a key man the Employer shall be responsible for securing an employee authorization card allowing the check-off of all dues, training funds, annuity fund, IAF contribution and pension and health and welfare benefits for payment to Local 231 Clearing Account. In the event that the employee does not sign

the authorization or check-off card the Employer shall be responsible for direct payment of all such amounts on a weekly basis.

In the event the Employer fails to comply with this article the Union reserves the right to strike to obtain compliance.

ARTICLE 6 HOURS OF WORK AND WORK WEEK

The regular work week will start on Monday and conclude on Friday. The normal work hours are between 8:00 a.m. and 4:30 p.m. Eight (8) consecutive hours exclusive of one-half (½) hour lunch period between the 4th and 5th hour after starting time shall constitute a normal work day. Forty (40) hours Monday through Friday shall constitute a normal work week. Starting time for the work day may be changed to begin anytime between 6:00 a.m. and 9:00 a.m. by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given thirty-six (36) hours in advance. All employees of an Employer on the job site shall have the same starting time except when other arrangements are mutually agreed to. If the employee does not receive his one-half (½) hour lunch period as stated, he shall receive one-half (½) hour pay at the time and one-half (1½) rate and be allowed a one-half (½) hour lunch period on his own time. At no time shall an employee be required to work longer than five (5) hours without a lunch period.

When the regular work week starts on Monday and concludes on Friday, and the employee, because of inclement weather or equipment failure has worked less than forty (40) hours in that work week, Saturday may be designated as a make-up day and the employee shall receive eight (8) hours pay at the applicable rate of pay, except on account of inclement weather or equipment failure.

When Laborers are employed on designated make up day and other crafts are also employed on same project, and receive premium rate of pay, Laborers shall receive premium rate of pay also.

All time worked over eight (8) hours in any one day, or before the starting time or after quitting time Monday through Friday and all hours worked on Saturdays (except for those designated as "make-up days") shall be paid at the rate of time and one-half (1½). All time worked on Sundays and holidays shall be at the rate of double time for Tazewell County and Fulton County, except as specified elsewhere in this Agreement.

Ten (10) Hour Work Day:

Employer, to take advantage of daylight hours, weather conditions, etc., may elect to have the regular work week start on Monday and conclude on Thursday, but such election must be made at the pre-job conference. The normal work hours are between 7:00 a.m. and 5:30 p.m. Ten (10) consecutive hours exclusive of one-half (½) hour lunch period between the 5th and 6th hour after starting time shall constitute a normal work day. Forty (40) hours Monday through Thursday shall constitute a normal work week. Starting time for the work day may be changed to begin anytime between 6:00 a.m. and 9:00 a.m. by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given thirty-six (36) hours in advance. All employees of an Employer on the job site shall have the same starting time except when other arrangements are mutually agreed to. If the employee does not receive his one-half (½) hour lunch period as stated, he shall receive one-half (½) hour pay at the time and one-half

(1½) rate and be allowed a one-half (½) hour lunch period on his own time. At no time shall an employee be required to work longer than five (5) hours without a lunch period.

When the regular work week starts on Monday and concludes on Thursday, and the employee, because of inclement weather or equipment failure has worked less than forty (40) hours in that work week, Friday may be designated as a make-up day and the employee shall receive ten (10) hours pay at the applicable rate of pay, except on account of inclement weather or equipment failure.

When Laborers are employed on designated make up day and (10) hours in any one day and other crafts are also employed on same project, and receive premium rate of pay, Laborers shall receive premium rate of pay also.

All time worked over ten (10) hours in any one day, or before the starting time or after quitting time Monday through Thursday and all hours worked on Fridays and Saturdays (except for those designated as "make-up days) shall be paid at the rate of time and one-half (1½). Friday shall be the only day that may be designated as a 'make-up' day. All time worked on Sundays and holidays shall be at the rate of double time for Tazewell County and Fulton County, except as specified elsewhere in this Agreement.

No laborers shall leave the tool shed before the normal starting time and shall have all tools put away by the normal quitting time except on overtime basis.

Any overtime will be paid to the next nearest 1/4 hour.

ARTICLE 7 SHOW-UP TIME AND REQUIRED HOURS OF EMPLOYMENT

When an Employer requests referral of a certain number of men through the Union headquarters, and these men appear on the job or shift at the time ordered, then if not put to work, they shall be paid two (2) hours show-up time. An employee referred to an Employer who is put to work shall receive no less than eight (8) hours pay on the first day of employment except in case of inclement weather or equipment breakdown.

When an employee employed on a job finishes work, and returns to work the following morning, he shall be allowed two (2) hours show-up time, unless he has been notified the day before that there would be no work.

The Employer shall not be required to pay show-up time on account of inclement weather or equipment failure. The Employer shall have the option on each project to work or not work if the temperature is 10° Fahrenheit or colder.

It is agreed that when a man is called or a regular employee reports for work and the employer is unable to put him to work and the employer desires that the man remain on the site of the project to be available, then the employee shall be paid continually from the regular starting time until released, or two (2) hours, whichever is longer. Any employee starting at the regular starting time and working less than a half (½) day will be paid for actual time worked, but not less than two (2) hours pay. Any employee, starting to work at the regular starting time and working over four (4) hours, shall receive eight (8) hours pay, except on account of inclement weather or equipment failure.

Any employee who starts work on a Saturday or Sunday and works less than half (½) a day shall receive

four (4) hours pay. Any employee who starts work on a Saturday or Sunday and works over four (4) hours, shall be paid for actual hours worked.

At the option of the Employer, he may require the laborers to stay on the job site during the time he is required to pay wages under this provision.

ARTICLE 8 HOLIDAYS

The following holidays shall be celebrated according to National Law governing same: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Veteran's Day to be celebrated on the day after Thanksgiving. No work will be performed on Labor Day under any consideration, except in extreme emergency, then double time must be paid after permission to work has been given by the Business Representative.

Any employee required to work on any holiday shall not be paid less than four (4) hours pay at double time, and not less than eight (8) hours at double time, if he works over four (4) hours.

It is understood and agreed that the Employer shall not cease work on a normal work day that occurs before or after a holiday without the majority consent of his employees (all crafts) on any particular project, except a holiday falling on Sunday, the following Monday shall be considered a holiday.

ARTICLE 9 SHIFT WORK

When so elected by the contractor, shifts of at least three (3) consecutive regular work days duration may be worked. When two (2) or three (3) shifts are worked the day shift shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

A lunch period of thirty (30) minutes shall be allowed on each shift. Shift clause shall apply on regular work week only, 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Saturday, Sunday or holidays and all hours worked other than the regular shift hours shall be paid at the rate in the individual agreements.

There shall be no pyramiding of rates and double the straight time rate shall be the maximum compensation for any hours worked.

If other hours and conditions are to be observed with respect to shift work, they shall be by mutual consent of the contractor involved and the Union Business Manager.

SPECIAL SHIFT: By mutual agreement between the Employer and Business Manager, if the EMPLOYER is required to perform work which cannot be performed during regular working hours, an employee may work a special shift at one dollar and fifty cents (\$1.50) an hour over scale. Thirty (30) minutes shall be allowed for lunch after the completion of four (4) hours work. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours.

The Employer's request for this special shift must include the starting date, the approximate number of men involved and the estimated conclusion date.

ARTICLE 10
WELFARE, ANNUITY, PENSION, HEALTH AND SAFETY, LECET,
and MIDWEST FOUNDATION FOR FAIR CONTRACTING

Beginning with the effective date of this Agreement the Employer agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Local 231 Pension Fund and the Agreement and Declaration of Trust establishing Laborers' Local 231 Health and Welfare Fund including any amendments heretofore or hereafter duly adopted by the Trustees thereof. The Employer shall pay to the Pension Fund and Welfare Fund the amount listed in the attached Addendum for each straight time hour or portion thereof performed by an employee working in covered employment.

The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Local 231 Annuity Trust Fund, including any amendments duly adopted by the Trustees thereof. The Employer shall pay to the Annuity Fund the amount listed in the attached Addendum for each straight time hour or portion thereof performed by an employee working in covered employment.

On overtime hours, the payments to the respective Welfare and Pension Funds shall be hours worked at the amount set out in the Addendum.

On overtime hours, the payment to the Annuity Fund shall be one and one-half (1 ½) times the amount set out in the Addendum (except for Sundays and holidays the payment to the Fund shall be two (2) times the amount set out in the Addendum), for work performed within the jurisdiction of this Agreement.

The Employer and the Union recognize that they have a mutual concern regarding the health and safety of workers. These concerns are best addressed through a labor-management cooperative approach. To assure a safer and healthier situation for workers, the Employer and the Union agree to participate in the Labor-Management cooperation trust fund known as the Laborers' Health and Safety Fund of America (LHSFNA). The Employer agrees to pay to the Laborers' Health and Safety Fund of North America contributions at the rate listed in the attached Addendum for each hour or portion of an hour worked for which each employee covered by this Agreement is entitled to receive pay. The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Health and Safety Fund of North America (LHSFNA), including any amendments duly adopted by the Trustees thereof.

The Employer and the Union also recognize that they have a mutual concern regarding the proper employment education of workers. These concerns are best addressed by participation within the trust fund known as the Laborers-Employers Cooperation and Education Trust (LECET). The Employer agrees to pay to the Laborers-Employers Cooperation and Education Trust (LECET) contributions at the rate listed in the attached Addendum for each hour or portion of an hour worked for which each employee covered by this Agreement is entitled to receive pay. The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers-Employers Cooperation and Education Trust Fund "LECET), including any amendments duly adopted by the Trustees thereof.

The Employer agrees to pay to the Midwest Foundation For Fair Contracting contributions at the rate listed in the attached Addendum per hour for each hour or portion of an hour worked by an employee covered by this Agreement.

Payments of all fringe benefit monies shall be made by the Employer no later than the 15th day of the month next following the month in which hours of covered employment were worked. Amounts paid to any employee for holidays, vacations, or bonuses shall be considered as hours worked for the purpose of contributions to all of the respective Funds.

A failure by the Employer to make the required payments at the time specified shall be deemed a gross breach of this Agreement by the Employer and the Union shall be free to take any appropriate action including the withholding of services by employees and the publication by traditional means of the nature and cause of the dispute to other parties.

If at any time during the term of this Agreement the Union enters into a Pension or Health and Welfare Plan (or other Funds as set forth above) other than the ones currently in effect, or should the Pension Fund or Welfare Fund or Annuity Fund (or any other Fund set forth herein) determine that the rates of contribution paid on behalf of bargaining unit employees should be lowered, then, in that event, the reduction in fringe benefit contributions shall be added to the pay rates set forth in this contract. During the term of this Agreement it may be necessary for the Pension Fund or Health and Welfare Fund (or any other Fund set forth herein), or any combination of said Funds, to require increases in contribution rates per hour worked by covered employees. In that event the Union or the appropriate Fund will give notice in writing to the Employer not less than thirty (30) days from the date on which a higher rates of contributions are to take effect and the Employer agrees that it will thereafter tender the new rates of contribution to the Pension Fund, or to the Health and Welfare Fund (or to any of the Funds set forth herein). At the time the increased contributions go into effect the Employer may reduce the wage rates paid to employees in an amount equal to the increased contributions.

All Employers bound by this Agreement shall, for each month in which an employee performed work in covered employment, submit to the Funds a report detailing the hours of covered employment worked by employees on a form to be provided by the Union, and that it will make all payments to Laborers' Local 231 Clearing Account, P. O. Box 374, Pekin, Illinois, 61554, or to such other account(s) or address(es) as the respective Funds from time to time shall designate in writing to the Employer.

The parties agree and understand that there shall be no duplication of payments between fringe benefit funds on account of hours worked by an employee.

ARTICLE 11 TRAINING PROGRAM FUND

The Employer shall contribute to and be bound by the Agreement and Declaration establishing the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program as has heretofore been amended or may hereafter be amended in the amount listed in the attached Addendum for each hour worked by employees of the Employer within covered employment.

Payments to the Training Program shall be made in the same manner as set forth in Article 10, Welfare, Annuity, and Pension Funds, and shall be subject to the same restrictions, limitations, and obligations.

**ARTICLE 12
CHECK-OFF**

The Employer shall, upon receipt of a proper assignment executed by an employee, deduct the amounts shown on the check-off authorization card from the wages of such employee and forward such monies promptly to Laborers' Local 231 Clearing Account, P.O. Box 374, Pekin, Illinois 61554.

The following items fall within the designation of check-off:

- F. Working Dues. The membership working dues of Laborers Local 231 are listed in the attached Addendum.
- G. Voluntary contribution to Laborers' Local 231 Laborers' Political League. The amount to be deducted for each hour worked under the geographical jurisdiction of Laborers' International Union of North America Local 231 is listed in the attached Addendum. Laborers' Local 231 Laborers' Political League is an entity separate and apart from Laborers' International Union of North America Local 231 and if the Employer fails to make the required deduction and remittance, the Employer shall be liable for all reasonable costs incurred by Laborers' Local 231 Laborers Political League for collecting payment due thereon together with any reasonable attorney fees and liquidated damages in an amount not less than 20% of the contribution due and any action to recover said amounts may be brought in the name of Laborers' Local 231 Laborers Political League.
- H. Voluntary contributions to Laborers' Local 231 Laborers' Political League (Federal). The Employer agrees to deduct the amount listed in the attached Addendum for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union and to transmit those funds on the monthly contribution report form.
- I. Real Estate Maintenance Fund. The amount to be deducted per hour for each hour worked under the geographical jurisdiction of the Laborers' International Union of North America Local 231 to be used as a permanent fund for the maintenance of real estate owned by the Local Union is listed in the attached Addendum.
- J. Organizing Fund. For work performed exclusively within Tazewell and Fulton Counties Local 231 (Pekin) and upon receipt of a proper assignment executed by an employee, the Employer agrees to deduct from the wages of each such employee the amount listed in the attached Addendum for Organizing Fund and forward payments pursuant to this Article on the form provided by the Union. Laborers' Local 231 Retiree Council. The amount to be deducted per hour for each hour worked under the geographical jurisdiction of the Laborers' International Union of North America Local 231 to be used as a permanent fund for the Laborers' Local 231 Retiree Council is listed in the attached Addendum.
- K. The Illinois Laborers Legislative Committee. The Employer agrees to deduct the amount

listed in the attached Addendum for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union and to transmit those funds on the monthly contribution report form.

ARTICLE 13 DISCREPANCY

In the event the Union believes an Employer has failed to report or failed to pay proper wages or check-off, the Union shall have the same authority to audit or inspect the Employer's records as does the Pension Fund and should any discrepancy exist in the amount reported or paid by the Employer, the Employer shall be responsible for all costs of audit, delinquent amounts and expenses of collection, including court costs and attorneys fees.

ARTICLE 14 LABOR FOREMAN

Labor Foreman to receive one dollar and fifty cents (\$1.50) per hour more than the highest paid laborer under his supervision.

Section 1. It is agreed that all Laborer Foreman designated by the Employer shall be journeyman members of the Union who have been in good standing in the Local for no less than six (6) months.

Section 2. A Laborer Foreman will be designated when six (6) or more Laborers are required on any given crew. When the crew requires twelve (12) or more Laborers, a second Laborer Foreman will be designated. When the crew requires eighteen (18) or more Laborers, a third Laborer Foreman will be designated. When a crew requires three (3) or more Laborer Foremen, one shall be designated as the General Foreman. When there are eighteen (18) or more Laborers working under the General Foreman, the General Foreman duties will be strictly confined to supervision.

All foreman to be designated by the Employer.

ARTICLE 15 GENERAL LABOR FOREMAN

A General Labor Foreman shall be appointed with not less than the same qualifications as a labor foreman when thirty (30) or more employees are employed on the same project by the same Employer at a rate of seventy-five cents (\$.75) per hour over the highest paid employee under his supervision.

ARTICLE 16 WAGE RATES

It is understood and agreed that the rates of pay listed in the attached Addendum will apply to all employees governed by this Agreement.

COMPRESSED AIR WORK - TUNNEL AND CAISSON (WORKMEN INSIDE LOCKS) - THE NATIONAL TUNNEL AGREEMENT SHALL APPLY

A wage rate of eighty percent (80%) of the regular basic hourly wage, plus all fringe benefit payments as called for in this agreement, may apply to all "Residential" and "Light Commercial" work for all employers and employees covered by this agreement.

"Residential" shall be defined as applying to work on any single family dwelling or multiple family housing units up to and including three (3) stories, including all garden type and walk-up apartments, with a total project cost of under \$500,000.

"Light Commercial" shall be defined as applying to work, other than "Residential", with a total project cost of under \$500,000.

This reduced hourly wage does not cover those housing units which are normally referred to as "high-rise" or housing units constructed of steel and concrete, or any type of work on an industrial or public utility site or project, or on any work that would be covered under the Davis-Bacon Act or any federal act or the Illinois Prevailing Wage Act, and does not cover projects with total cost bids of over \$500,000.

Eighty percent (80%) of the regular basic hourly wage is as set forth in the attached Addendum.

ARTICLE 17
WORKING RULES

1. First aid kits shall be furnished and maintained on all jobs.
2. If an employee wishes to take a vacation, he shall notify his Employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.
3. There will be one (1) laborer or more as determined by the employer to tend sand blasting, tuck pointers, and masons washing down walls.
4. Any work not covered by this Agreement or other classification which comes under the jurisdiction of the laborers shall be negotiated between the two (2) interested parties.
5. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job. On any project or job where a centrally located reporting place is designated the Employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one half (½) of a mile or more from the point where the employees are to work. Vehicles shall be properly covered during cold and inclement weather.
6. There shall be no scoop shovels used except on sawdust or cinders, or other lightweight material.
7. There shall be no transferring of men from job to job during lunch.

8. When working in sewer, ditches, trenches, etc., that are deeper than five (5) feet, there will be a minimum of three (3) Laborers at all times when labor work is being done.
When laying pipe or tile, there shall be two (2) laborers laying same at all times when the inside diameter of the pipe or tile is six (6) inches or greater.
9. The Employer shall also furnish drinking water fresh daily or more often as required, in clean, suitable containers from a State approved water supply. The containers shall be cleaned with a proper cleaning agent at least twice a week or more often if found necessary. Clean ice shall also be furnished by the Employer for the drinking water when requested by the majority of the employees on the project. The drinking water shall be on the job in readily accessible places within one (1) hour after starting time. Sanitary paper cups shall be placed with each water container.
10. Any employee injured on a job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job, he shall be paid full time for the time lost.

ARTICLE 18 SCAFFOLD AND HIGH CONSTRUCTION

A premium of twenty-five cents (\$.25) per hour shall be paid on all classifications of work being performed in either of these instances. From 40 feet to 100 feet above ground level or lowest floor elevation, or in any instance where a free fall of 40 feet or more is possible. All work performed over 100 feet as stated above shall be paid at thirty-five cents (\$.35) per hour premium.

When working over an open excavation or other opening where the ground, floor, or bottom level is lower than existing ground level, then the lowest elevation in the area where the work is being performed shall be the basis from which high pay shall be determined.

When any employee performs work in either of these instances and works under a half (½) day, he shall be paid the premium called for above for a half (½) day. When any employee performs work in either of these instances and works over a half (½) day, he shall be paid the premium called for, for the entire day. Any employee who works part-time on either of these instances shall be paid the higher premium for the entire day.

ARTICLE 19 STEWARD CLAUSE

Section 1. Steward. The Business Manager may appoint a steward on all projects or portions of projects whose duty it will be to see that this contract is adhered to and that all work coming under jurisdiction of the Union is performed by employees covered by this Agreement.

Section 2. The steward is to perform all duties assigned to him by the Business Manager. The steward is to work the same as any other employee on the job.

Section 3. It shall be the duty of the steward to report to the Union any accident to any of the employees which may occur on the job where employed. It shall be the duty of the steward to personally see that the injured employees are taken care of and their family notified without loss of time or pay to the steward so

engaged.

Section 4. The steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 5. The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union. These duties will include the promotion of harmony, respect, and cooperation on the jobsite.

Section 6. The steward shall not be discharged because the steward is performing duties as a steward, nor shall the steward be discriminated against because of the steward's affiliation with the Union or because of activities on behalf of the Union.

Section 7. The steward shall work when there is any work to be performed by the Laborers. The steward shall be the last man on the job, if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved, and a mutual understanding arrived at. The steward shall be allowed whatever time is necessary to police the job when necessary.

Section 8. When an employer sees fit to discharge an employee or employees or have a reduction in the work force, the Employer is to notify the steward.

Section 9. When a job is temporarily shut down to weather, material shortages or similar cause and employees are laid off, the steward shall be the first employee recalled to work when the work resumes if qualified to do the work.

ARTICLE 20 DISCHARGE FOR CAUSE

The Employer may hire, discharge, or lay off employees for just cause and no employee will be discharged or discriminated against because of Union activities, following instructions of the Union or acting in the capacity of the steward.

ARTICLE 21 BUSINESS MANAGER

It is agreed that the Business Manager or his designated representative of the Local will have the unrestricted right to visit all jobs where his men are employed.

ARTICLE 22 SUBCONTRACTORS

(A) Whenever work covered by the terms of this agreement, to be done or performed at the site of construction, is sublet or subcontracted to another employer, such work as is within the work classification of this agreement, shall be performed by said subcontractor under the terms and provisions of this agreement. The employer shall assume all responsibility for the subcontractor.

(B) It is understood that this agreement shall be and become a part of the specifications on any work which a contractor shall sublet in any manner to another contractor.

Contractors and their subcontractors party hereto shall be jointly and severally liable for violations of this Article, by such subcontractors, including lower-tiered subcontractors, as well as for their subcontractor who are not party hereto. The violator shall be primarily liable.

ARTICLE 23 BONDING REQUIREMENT

Each and every employer covered by this Agreement may be required, at the discretion of the Business Manager of Laborers' Local #231, to furnish a bond in the amount listed below naming the Trustees of Laborers' Local #231 Health & Welfare Fund, the Trustees of Laborers' Local #231 Pension Fund and the trustees of Laborers' Local #231 Annuity Fund. The bond shall insure payment of wages called for by the contract and all contributions to the Health & Welfare, Pension, Annuity or other funds established under the contract.

Number of Employees	Amount of Bond
1 to 5	\$20,000.00
6 to 10	\$30,000.00
11 to 15	\$40,000.00
Over 15	\$50,000.00

This clause shall not apply to any individual employer who has performed work under the terms of this Agreement for twenty-four (24) consecutive months (two years) and who has remitted all fringe benefits and paid all wages required by this Agreement without default and without any bank or financial institution dishonoring any check or draft presented as payment by such employer. In the event that an employer has failed to pay the wages or fringe benefits as required by this Agreement, the Union may engage in a strike or other concerted refusal to perform services for said employer until all delinquencies have been paid, notwithstanding any other provision of this Agreement. Factors which will be considered in the Local Union's Business Manager's determination whether a bond should be required are, but not necessarily limited to, the past delinquent contributions proffered by the subject employer, the length of time the employer has performed work in the territorial jurisdiction of Laborers' Local #231, and the nature and extent of work proposed. However, the decision to impose the requirement of the filing of a bond shall be solely that of the Business Manager of Laborers' Local #231.

ARTICLE 24 EQUIPMENT

It is understood and agreed that the Employer will furnish rubber boots when men are working in water, concrete, or mud. Also adequate rain gear when men are working in rain or where water drops on them. It is further agreed that the Employer shall furnish a suitable building, properly heated in cold weather, for employees to change their clothes and eat lunch, a place that is not used for any other purposes.

It is also agreed the Employer shall furnish, at no cost to the laborer, all tools and equipment needed by the laborers in the performance of their work including all required safety gear and equipment, excluding safety

shoes, and prescription glasses.

ARTICLE 25 SAFETY

In accordance with the requirements of the Occupational Safety and Health Act of 1970 and any amendments thereto and applicable State and Local laws and regulations, it shall be the exclusive responsibility of the Employer to insure the safety and health of its employees and compliance by them with any safety rules contained herein or established by the Employer. Failure of compliance by employee shall be cause for dismissal. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

Personal Cell Phones and Other Communication Devices: Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such devices to employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

The Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise.

HARD HAT CLAUSE

The employer shall furnish each employee with a hard hat either new or in condition to meet all State and Federal standards with a new head liner. Any employee that does not return his hard hat to the Employer upon termination of employment or requires an additional hard hat due to loss, etc., shall either pay the Employer or have deducted from his final paycheck an amount of not more than fourteen dollars and fifty cents (\$14.50).

ARTICLE 26 PAY DAY

The Contractor shall pay the employees once every week on the regular weekly payday established by the Contractor before quitting time. The employee shall be paid on payday or receive four (4) hours at the overtime rate per twenty-four (24) hour period, or portion thereof, at the total package rate until paid. The pay shall be in cash, payroll check, or voluntary direct deposit. On payday, accompanying each payment of wages shall be a separate statement identifying the employer, showing the total earnings, the amount and purpose of each deduction, number of hours, and net earnings. The Contractor shall not hold back more than five (5) days to make up the payrolls.

When an employee quits of his own accord, he shall wait for the regular payday for his wages. If the

employee fails to appear on the regular payday, the Employer will mail the wages to the employee's home Local. Checks must be postmarked by the next business day, excluding Holidays and weekends. If an employee is made to wait beyond that time for his money he shall receive four (4) hours at the overtime rate per twenty-four (24) hour period, or portion thereof, at the total package rate until paid.

If a check is refused because of insufficient funds, then the employees will be paid in cash.

When payday falls on a holiday, the employees shall be paid on the day before such holiday, prior to quitting time.

If no work on payday, the pay checks shall be available at the job site not later than 10:00 a.m. at the customary place.

ARTICLE 27 DISCHARGE OR LAYOFF PAY

If an employee is discharged or permanently laid off, the employee shall be paid immediately. If the Employer does not have facilities at the job site to prepare payroll checks, the Employer shall overnight the employee's paycheck on the next business day to the employee's home Local, or the employee shall receive four (4) hours at the overtime rate per twenty-four (24) hour period, or portion thereof, at the total package rate until paid, unless different arrangements have been made by mutual agreement between the Business Manager and Employer.

ARTICLE 28 JURISDICTIONAL DISPUTES

In the event a Jurisdictional Dispute exists, the following procedure shall be followed to resolve the dispute:

1. Agreement by crafts.
2. Job assignments according to area practice in the locality.
3. Employer preference.
4. The Employer agrees to meet with the disputing Union representatives within forty-eight (48) hours and attempt to resolve the dispute. If no agreement is reached by the Local Union Business Manager, the District Council shall be notified and the dispute shall again be attempted to be settled at that level. If an agreement is not reached at that level, the International Union shall be notified requesting representatives for a settlement attempt. Resolution of disputes shall be in accordance with decisions or agreements of record or practice in the locality.

Employer shall make the work assignment. Decisions for every job site jurisdictional dispute when agreed upon, will be recorded in writing signed by the Employer and retained by the parties concerned. Under this procedure there will be no strikes or lockouts over jurisdictional disputes. Assignments of work shall only be made by the Employer and not by any of his foreman(s) or superintendent(s).

**ARTICLE 29
DISPUTE PROCEDURE**

Any dispute (other than jurisdictional) which may arise between the parties hereto, or any particular Employer or Local Union covered by this Agreement, which cannot promptly and satisfactorily be resolved by agreement, shall be resolved in the following manner.

1. A Committee consisting of six (6) members - three (3) appointed by the contractors and three (3) appointed by the Great Plains Laborers' District Council - shall meet and hear and consider the matter and, in good faith and to the best of their ability, attempt to reach a majority decision on the merits of the dispute, which decision shall be final and binding.

2. In the event that the Committee fails to reach a majority decision within a brief and reasonable period of time, the Contractors and Great Plains Laborers' District Council shall mutually select an impartial umpire, who shall conduct a hearing and shall issue an award, which shall be dispositive of the dispute and shall be final and binding.

3. The fee and expenses of the impartial umpire shall be shared equally by the parties to the dispute.

Jurisdictional disputes shall be resolved exclusively in accordance with Section 10(k) of the National Labor Relations Act, as amended.

**ARTICLE 30
ARBITRATION AND GRIEVANCE**

Any grievance or dispute arising between the parties to this agreement shall be promptly adjusted through the following steps of procedure:

- A. The aggrieved Employer or Employee shall first attempt settlement.
- B. Failing to settle the dispute, the grievance shall be heard by the Union Business Representatives and a top level Management Representative at a mutually agreeable date not more than three (3) working days after the failure to settle the dispute in Step A.
- C. Failure to settle the dispute, the grievance shall be heard by a joint meeting of the Joint Governing Board at a mutually agreeable date not more than five (5) working days following the meeting of the Union Business Representative with the Management Representative. A majority vote of the equally represented Joint Governing Board shall cause a settlement of the dispute which shall be binding upon all parties involved.

Failure to resolve dispute shall result in arbitration.

Any dispute may be submitted to arbitration by mutual consent or by exhausting the Settlement of Disputes procedure above. Within five (5) days following the decision to arbitrate, the dispute shall be submitted to a mutually agreed upon arbitrator, or if mutual agreement cannot be reached within seven (7) working days, an arbitrator selected from the Illinois Department of Labor or Federal Mediation and Conciliation Service

appointed panel of five (5) qualified arbitrators, submitted in answer to a joint petition of the parties involved.

The decision of the arbitrator shall not be contrary to, amend, add to, or eliminate any of the provisions of this agreement.

ARTICLE 31 SAVINGS CLAUSE

It is the intent of both parties to this to comply fully with all State and Federal laws. If it is found by competent authority that any section of this Agreement is in conflict with any State or Federal law, then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the law. All other sections of this Agreement shall remain in full force and effect.

ARTICLE 32 GENDER AND NUMBER OF WORDS

Wherein used in this agreement, unless the contract requires otherwise, words imparting the masculine gender include the feminine gender, words imparting the feminine gender include the masculine gender, words imparting the singular include the plural, and words imparting the plural include the singular.

ARTICLE 33 ALCOHOL AND NON-PRESCRIPTION DRUGS

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any Employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named Employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. Provision for Employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Drug and alcohol testing shall consist of pre-employment, random and reasonable cause/suspicion, post-accident, injury or unsafe act or other testing required by owner. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (herein after, SAMHSA, formerly known as the National Institute of Drug Abuse (NIDA) approved.

Section 4. All drug and/or alcohol testing shall follow the existing procedures outlined by the SAMHSA at the time of testing and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates, (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by current Substance Abuse and Mental Health Services Administration (SAMHSA, formerly known as NIDA) guidelines.

Section 6. Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 7. Any Employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, (s)he will be: (a) suspended without pay up to thirty (30) days, as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (c) and agree to periodic random drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive test or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Section 8. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this contract.

ARTICLE 34 AMERICAN DISABILITIES ACT

The Company and the Union will take the necessary steps to comply with the provisions of the Act even when it requires a modification of the provisions of this Agreement. However, unless specifically required by law or regulations, the Company will not adversely affect the rights of any employee.

ARTICLE 35 MARKET PRESERVATION

The Business Manager, with the approval of the District Council Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

On jobs where non-signatory contractors are bidding, the terms and conditions of employment shall be as mutually agreed to by the Employer and the Union. Once concessions are granted by the Business Manager with approval of the District Council Business Manager the following procedure shall be strictly adhered to:

Step 1. Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such request shall be directed to the appropriate Business Manager, who shall, as appropriate grant concessions and modifications necessary to assure continued work opportunities for employees.

Step 2. Once a Business Manager agrees to contract concessions the individual Employer(s) requesting the

adjustment shall be immediately notified.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) no later than two (2) working days prior to bid opening. However, as noted above, they must be confirmed in writing as soon as practical.

Step 3. Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project.

Any wage adjustments granted as a part of concessions for a specific project shall be established on a percentage of the base wage rate. Fringes and contributions shall continue to be paid as provided in the respective Collective Bargaining Agreements.


DATED AT PEKIN, ILLINOIS 26 of MAY, 2022.

FOR THE CONTRACTORS ASSOCIATION:





FOR THE GREAT PLAINS LABORERS' DISTRICT COUNCIL:



FOR LABORERS' LOCAL 231:



ADDENDUM
HIGHWAY and HEAVY CONSTRUCTION WAGE AND FRINGE BENEFITS
CONTRIBUTIONS and DEDUCTIONS
EFFECTIVE: May 1, 2022 – APRIL 30, 2023

LOCAL UNION NO.	231
Counties	Tazewell & Fulton
BASIC LABORER RATE	\$35.25
PENSION FUND	11.00
ANNUITY FUND	10.23
WELFARE FUND	10.25
TRAINING FUND	0.80
L.E.C.E.T. ****	0.23
MIDWEST FOUNDATION for FAIR CONTRACTING	0.15
HEALTH & SAFETY	0.04
TOTAL PACKAGE	\$67.95
WORKING DUES CHECK-OFF***	5.5%
WORKING DUES CHECK-OFF**	0.15
REAL ESTATE MAINTENANCE**	0.15
LABORERS' POLITICAL LEAGUE**	0.03
FEDERAL LPL**	0.05
MIDWEST REGION ORGANIZING FUND**	0.25
ILLINOIS LABORERS' LEGISLATIVE COMMITTEE**	0.12
LABORERS' LOCAL 231 RETIREE FUND**	0.05

** Cents per hour worked deducted from the Basic Labor Rate.
 *** Dues Check-Off calculated as a percentage of gross pay.

**** Additional \$0.10 LECET contribution needs to be deducted for NPL and Windfarm projects only, making the total LECET contribution on these projects \$0.33.

RESIDENTIAL WAGE RATE: \$28.20 per hour
LIGHT COMMERCIAL WAGE RATE: \$28.20 per hour

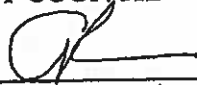
IN WITNESS WHEREOF, the parties hereto execute this Addendum as of this 1st day of May 2022.

FOR THE CONTRACTORS ASSOCIATION

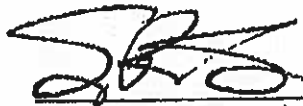


Allen Cullinan

GREAT PLAINS LABORERS'
DISTRICT COUNCIL



Anthony Penn, Business Manager



Laborers' Local Union #231
Steven R. Schroeder,
Business Manager

**GREAT PLAINS LABORERS DISTRICT COUNCIL
AND
LABORERS INTERNATIONAL UNION
OF NORTH AMERICA
LOCAL 231
PEKIN, ILLINOIS**

**BUILDING AND CONSTRUCTION
AGREEMENT**

**TAZEWELL (Except the Old City Limits of East Peoria),
AND FULTON COUNTIES**

MAY 1, 2020 thru APRIL 30, 2024

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**GREAT PLAINS LABORERS' DISTRICT COUNCIL
AND
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL #231
Pekin, Illinois**

AGREEMENT

This Agreement is executed this 1st day of May, 2020, by and between the Great Plains Laborers' District Council and Laborers' International Union of North America, Local #231, of Pekin, Illinois, hereinafter referred to as the "Union", and the Builders Association of Tazewell County, Inc. representing Tazewell and Fulton counties for and on behalf of those Employers whom it is authorized to represent, and to the extent to which such authorization permits in its relations with the Union, hereinafter referred to as the "Employer". The Employer also refers to any Employer not a member of the Association who executes this collective bargaining agreement with the Union.

This Agreement shall be in full force and effect for all items covered throughout, through April 30, 2024, and shall continue in effect from year to year thereafter, unless notice of termination is given in writing by either party to the other party at least sixty (60) days prior to May 1, 2024, or any May 1 thereafter.

Within sixty (60) days prior to May 1, 2024, the Union may serve notice to reopen this Agreement for purposes of negotiation of any terms covered by this Agreement or properly the subject of collective bargaining. If after such reopening the parties are unable to agree, the Union may, following a written ten (10) day notice of intent to do so, engage in a strike for the purpose of securing its demands and no other provisions of this Agreement shall bar such action.

The Local Unions may distribute any part of the negotiated wage increase into existing negotiated funds, provided that such increase is requested to the Association at least sixty (60) days prior to its effective date on each anniversary of this Agreement. Changes in contribution amounts to any of the funds listed shall only be made annually on the Agreement's anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Dept. of Labor. When the Union notifies the Association of its request, an addendum in writing describing such change(s) shall be incorporated into this Agreement.

Individual employers signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions, or changes in this Agreement agreed between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless ninety (90) days prior to the expiration of this or any subsequent agreement said non-member employer notifies the Union in writing that it revokes such authorization. Further, said non-member employer agrees that notice served by the Union upon said Association and mediation service for reopening, termination, or commencement of negotiations shall constitute notice upon and covering the non-member employer's signatory hereto.

ARTICLE 1
SCOPE AND CLASSIFICATION OF WORK

This Agreement shall be in effect within the territorial jurisdiction of the Laborers' International Union of North America, Local 231, Pekin, Illinois.

The Employer agrees to employ members of Local 231 in good standing and carrying regular working cards from the Laborers International Union of North America. The Union agrees on its part to do all in its power to honorably further the interests of the Employer, providing the Employer secures his men through designated representatives of Local 231.

Work performed under or pursuant to this Agreement shall specifically include work which is performed in the following job classifications:

Asbestos Abatement Removal
Carpenter Tender/Helper
Tool Cribmen
Cleaning and Oiling of Machinery and Tools
Fireman or Salamander Tenders/Helpers
Flagmen
Gravel box men
Form Handlers
Material Handlers
Fencing Laborers
Cleaning Lumber
Pit Men
Material Checkers
Dispatchers
Landscapers
Unloading Explosives
Laying of Sod
Planting of Trees
Removal of Trees
Pile Driver Helpers
Asphalt Plant Helpers
Wrecking Laborers
Fireproofing Laborers
Surveyors and Instrument Men Helpers
Janitors
Driving of Stakes, String Lines for All Machinery
The unloading and Laborers with Steel workers and re-bars
Mason Tenders/Helpers
Scaffold Workers
Laborers with De-Watering Systems

Plaster Tenders/Helpers

Truck Driver Helper to Load and Unload Materials

Handling of materials treated with oil, creosote, asphalt and/or foreign material
harmful to skin or clothing by any mode or method

Track Laborers

Cement Handlers

Concrete Workers (Wet)

Chloride Handlers

Tunnel Helpers in free air

Batch Dumpers

Kettle and Tar Men

Tank Cleaners

Plastic Installers

Motorized Buggies or Motorized Units used for wet concrete or building materials

Sewer Workers

Vibrator Operators

Mortar Mixer Operators

Cement Silica, Clay, Fly Ash, Lime and Plaster Handlers (bulk or bag)

Cofferdam Workers

On concrete paving, placing, cutting and tying of reinforcing

Deck hand, dredge hand and shore laborers

Bank men on floating plant

Asphalt workers and layers with machine

Grade checker, dumpmen, and spotter where grade is to be established

Power tools

Chain saw operators

Jackhammer and drill operators

Air tamping hammerman

Tree topping

Signaling and spotting of Rigs and Equipment

Concrete Forms erected by Carpenters with Laborers tending/helping them will be stripped by a

composite crew of Laborers and Carpenters

Stripping concrete forms not erected by Carpenters will be the work of the Laborers

High pressure waste jetting workers

Caisson workers plus depth

Gunnite Nozzle men

Lead man on sewer work

Welders, Cutters, burners and torchmen to include but not limited to scrap

Layout man and/or tile layer

Steel form setters - street and highway

Concrete saw operator

Screenman on asphalt pavers

Front end man on chip spreader

Laborers tending/helping masons with hot materials or where
foreign materials are used

Multiple concrete duct - leadman

Luteman
Curb asphalt machine operator
Ready mix scalemen, permanent, portable or temporary plant
Laborers handling masterplate or similar materials
Air Track Drill
Hazardous and Toxic Waste
Laser beam operator
Concrete burning machine operator
Coring machine operator
Underpinning and shoring of buildings
Dynamite shooter
Setting and Using of all laser beam equipment
Setting up and Using of all concrete burning bars whether burning concrete or any type of material
Operation of high pressure water jetting (over 3000 PSI) gun
Lead base paint removal

Tenders/Helpers: Tending/Helping masons, plasterers, carpenters, and other building and construction crafts, and mixing, handling, and conveying all materials used by masons, plasterers, carpenters, and other building and construction crafts, whether done by hand or by any other process; drying of plastering when done by salamander heat, and cleaning and clearing of all debris. The cooking and handling of all asphalt for flooring.

Rods: The straightening, threading, and making up of all kinds of rods and bolts in their entirety. The stripping of buttons, taylor's, and bracing.

Railroad and Chimney Work: All work covering the erection and demolition of all types of chimneys shall be governed by the Laborers International Chimney Agreement that prevails for this area.

All work pertaining to Railroad Work shall be governed by the Laborers' International Railroad Agreement that prevails for this area.

Scaffolding: Building of scaffolding and staging for masons and plasterers.

On all heavy industrial projects including but not limited to: all types of powerhouses, and any and all types of manufacturing plants involved with liquid, and gas or mechanical production. There shall be a minimum of one (1) laborer for every carpenter employed for the purpose of building/dismantling scaffold. The laborer will be assigned to: stock all scaffold at the point of installation, be the first person in the pass line, remove scaffold from the point of installation, move the scaffold to and from all locations on site, load and unload scaffold (including hardware) by hand or rigging if done by power to or from the site when leaving or arriving at the project, racking and banding of all scaffold, inventory of scaffold and hardware, and maintain the scaffold yard and any on site moving of scaffold and hardware.

Excavations and Foundations: Concrete for walks, foundations, floors, or for any other construction, mixing, handling, conveying, pouring, guniting, and otherwise applying concrete, whether done by hand or any other process, working, stripping, dismantling, or handling concrete forms and false work, building of centers for fireproofing purposes.

It is the work of the laborer to operate walk-behind and platform-mounted (for standing) small equipment used for loading, excavating, grading, material moving and related activities.

Streets, Ways, and Bridges: Work in excavation, preparation, concreting, paving, ramming, curbing, and surfacing streets, ways, courts, underpasses, overpasses, and bridges, and all grading landscaping thereof, and all other semi and unskilled labor connected therewith.

Tunnels, Subways, and Sewers: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, aqueducts, culverts, flood controls, and airports.

Underpinning and Shoring: Shoring, underpinning, raising, and moving of all structures.

Drilling and Blasting: All work of drill running and blasting.

Compressed Air: All work in compressed air construction.

General Excavating and Grading: The clearing, excavating, filling, backfilling, grading, and landscaping of all sites for all purposes, and all semi and unskilled labor connected therewith.

Factories: Laborers in factories and mills.

General Laborers: All Laborers in shipyards, material yards, junk yards, cemeteries, and the cleaning of streets, ways, and sewers, and all Laborers work of an unskilled and semi-skilled nature.

Pits, Yards, and Quarries: All drillers, blasters, signal men, and laborers in quarries, crushed stone yards, and gravel and sand pits.

Wrecking: The wrecking of building and all structures.

Concrete Specialist

During total wrecking and gutting of buildings (not to include remodeling work), employees engaged in the demolition of walls and other structural members. (Removal of any and all debris, after the building has been razed shall be paid at the regular rate). All other labor work not listed in classification above, the rate shall be established by agreement between the Employer and Business Manager.

The Employer recognizes the right of the Union to claim jurisdiction of all classifications of work mentioned in this Agreement subject to the provisions of Article 28 (JURISDICTIONAL DISPUTES) of this Agreement.

ARTICLE 2 **PRE-JOB CONFERENCE**

If the Union or the Employer request a Pre-Job Conference prior to Commencement of work, it shall be held. At the Pre-Job Conference the Employer shall advise the Union of its requirements as to the workmen required in the respective classifications, the probable starting date, duration of the job, and the working schedule.

Should any Employer refuse calling a Pre-Job Conference, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this agreement, and the Union shall have the right to strike and picket. It will not apply providing the job constitutes not more than five (5) working days. It is agreed that a Contractor working within the jurisdiction of Local Union #231, shall notify the Business Manager before starting to work.

ARTICLE 3 **UNION SECURITY**

All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing in the Union as a condition of their employment, on the 8th day following the beginning of their employment, or the effective date of this contract, whichever is later, as authorized in Sec. 8(f) of the National Labor Relations act as amended. It is agreed by both parties that employees who do not belong to the Union may voluntarily join the Union any time within the eight day period.

Upon written notice from the Union notifying the Employer of the failure of any employee covered by this contract to complete or maintain his membership because of non-payment of dues, the Employer shall, within the twenty-four (24) hours of such notice, discharge said employee. Provided further, that no Employer or the Union shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to other members, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

ARTICLE 4 **RECOGNITION**

The Employer recognizes the Union as the representative and bargaining agent for all employees of member employers of the Association performing work properly coming under the jurisdiction of the Laborers' International Union of North America as defined in its trade autonomy and under any agreement made by and between the Union and any other International Unions recognizes the Tazewell County Builders Association as the exclusive bargaining agent of those members of the Tazewell County Builders Association, who have assigned their bargaining rights to the Association. All parties bound to this collective bargaining agreement hereby stipulate and agree that the legal basis for recognition of the Union and the negotiation and execution of this Agreement is the Union's majority status under Section 9(a) of the Labor Management Reporting and Disclosure Act of 1959.

ARTICLE 5 **REFERRAL CLAUSE**

The Employer shall request referral of employees from the Union for each of its projects, and shall not circumvent the Union by hiring directly and without affording the Union an opportunity to make referral of applicants for employment. When the Employer requires employees, the Employer shall notify the Union, and shall allow forty-eight (48) hours for referral of prospective employees. After the expiration

of forty-eight (48) hours, if the requested referral is not met, the Employer may proceed to fill vacancies. The Union shall maintain a list of persons eligible for employment and shall not discriminate in making referrals against any individual because of his race, sex, color, or creed, or his membership or non-membership in the Union. The Employer, in requesting referrals, shall notify the Union of the nature of the work to be performed and the classification and qualifications of employees desired to enable the Union to make proper referral of applicants. The right to hire shall be vested in the Employer and shall be separate and distinct agents.

Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists.

Recall - Employers may request former employees for referral to a job or project, and the Union Referral Office shall refer said former employees to the job or project provided they are properly registered applicants in the Referral Office, are available for work at the time of request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within the past twelve (12) months prior to the request.

Registration and referral of applicants shall be by groups as set out below. Apprentices shall be referred under a separate out-of-work list.

Group A - All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for nine hundred (900) hours as a construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

Group A-1 - All apprentices will be on the A-1 list. Apprentice Applications will be taken at the Local Union Halls on the first Tuesday of each month from 10:00 a.m. to 12:00 a.m.

The term of apprenticeship shall be approximately three (3) years and 600/3000 hours of on the job diversified work and training, excluding time spent in related instruction. When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee for individual apprentices' demonstration exceptional skill and technical knowledge competencies in any module or major component of the work process.

The schedule that follows provides for three (3) equal periods of 200/1000 hours of work and training each year:

(a) First year	75% of the journeyworker rate and full fringe benefits
Second year	85% of the journeyworker rate and full fringe benefits
Third year	95% of the journeyworker rate and full fringe benefits

Employers will be notified of the correct percentage of the journeyworker rate for each apprentice by the Fund Administrator.

Ratio and Supervisor.

One (1) journeyworker to one (1) apprentice on a two (2) worker job;

One (1) apprentice to two (2) journeyworkers on a three (3) worker job;
Two (2) apprentices to four (4) journeyworkers on a six (6) worker job;
Three (3) apprentices to nine (9) journeyworkers on a twelve (12) worker job;
Four (4) apprentices to twenty-five (25) journeyworkers;
Five (5) apprentices to thirty-five (35) journeyworkers;
Six (6) apprentices to fifty-five (55) journey workers,
And one (1) apprentice to twenty (20) journeyworkers thereafter.

Apprentices shall work under the supervision of competent and qualified journeyman laborer on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and in special off-job courses.

(b) The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Trust Fund, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representative such Trustees as may be, from time to time, appointed to serve as Employer Trustees herein.

Group B - All journeyman who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for four hundred fifty (450) hours as a journeyman construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

Group C - All journeyman who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for two hundred (200) hours as a journeyman construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

Group D - All applicants not qualifying for Groups A, B or C. In order for a referral to move from the "D" list to the "C" list the referral must have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for nine hundred (900) hours as a journeyman construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

All referrals, based on hours worked, within the A, B, C and D classification, shall move a maximum of one group per calendar year effective January 1. The referral must continue to have worked the minimum hours in their classification, A, B, C or D, or he will be moved to the appropriate list January 1. Hours worked will include training hours and injury hours as actual hours worked. Referrals who are off due to illness for a minimum of two (2) weeks with a doctor's statement will remain on the current out-of-work list.

All journeymen registering for active employment shall set forth their name, address, telephone number and state any skills the applicant possesses and the jobs the applicant is able to perform including any relevant licenses or certifications. Blank applicant referral forms will be available at the Union's referral office. The Local Union will complete an out-of-work list consisting of the journeymen and apprentices who have registered their availability for referral.

If a registrant, referred for employment in regular order, refuses or is unavailable for three (3) consecutive referrals, his name shall be placed at the bottom of the list unless the applicant has given the Local Union notice in writing of unavailability for a period not to exceed thirty (30) days.

Referral of members in Local 231's jurisdiction will be by telephone. All members will be required to have an active phone number listed with the Local Union office in order to be referred to work. Referral to projects will be between the hours of 6:00 a.m. to 9:00 a.m. and 2:00 p.m. and 5:00 p.m. or as the contractors' request. Emergency referrals made outside the designated dispatch hours would also be made in order; however, applicants who are unavailable or refuse such referrals will not be penalized. Upon registration, applicants will designate themselves as available for referral within a region. Once an applicant has thus classified him or herself, all penalties regarding refusals and unavailables, for any job in the region, will apply. The Union will be operating with multiple, regional referral lists.

In the event that the Union, trying to fill an Employer's request, has exhausted all possible applicants for referral from that region's list and still requires more workers, the office may move on to the next, closest list. However, applicants who refuse such referrals or are unavailable under these circumstances will not be penalized.

The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive three (3) days' pay at straight time if employed.

The Employer may request employees possessing special skills and abilities, in which case the Union shall refer the first applicant on the list who possesses such special skills and abilities. When a laborer cannot qualify for the specific work needed, he shall be paid for the time worked only. The employer shall confirm such request in writing to the Union, within forty-eight (48) hours following an oral request. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within forty-eight (48) hours, the Employer may employ applicants directly, subject to the Union's Security clause in Article 3. In such event, the Employer shall notify the Union Office of the names of the persons employed and the dates of the hirings; such notice shall be given within twenty-four (24) hours of the hiring.

The Employer agrees that the Union will not be held responsible for the acts, beyond their control, tortious or otherwise, or failure to act, and caused by those applicants it refers.

If the Employer does not conform to this referral clause, the Union, upon twenty-four (24) hours notice, has the right to strike that contractor.

The short term referral provisions herein are inapplicable and the applicant will be removed from the out of work list if the applicant takes any action within the first three (3) days of employment designed to manipulate this provision of the Job Rules, such as voluntarily quitting or requesting to be laid off or discharged from a job to which he or she is referred.

Both counties will be referred by telephone. All members will be required to submit a maximum of two (2) telephone numbers.

The provisions relative to referral of applicants, set forth above, will be posted by the Union in its Union Hall and will be posted by the Employer at each project where notices to employees and applicants for employment are normally posted.

ARTICLE 6 **KEY MAN CLAUSE**

At a pre-job conference upon request of the Employer the Union may allow the use of one key man on a jobsite who need not be a member of Local 231. The Employer must demonstrate that the job to be done calls for the use of a special skill, experience or training which qualifies the key man for work on the job. The first laborer on the job and the last laborer on the job shall be from Local 231. In the event that the Union allows the use of a key man the Employer shall be responsible for securing an employee authorization card allowing the check-off of all dues, training funds, annuity funds, IAF contribution and pension and health and welfare benefits for payment to Local 231 Clearing Account. In the event that the employee does not sign the authorization or check-off card the Employer shall be responsible for direct payment of all such amounts on a weekly basis.

In the event the Employer fails to comply with this Article, the Union reserves the right to strike to obtain compliance.

ARTICLE 7 **HOURS OF WORK AND WORK WEEK**

Section 1. The regular work week will start on Monday and conclude on Friday. The normal work hours are between 8:00 a.m. and 4:30 p.m. Eight (8) consecutive hours exclusive of one-half ($\frac{1}{2}$) hour lunch period between the 4th and 5th hour after starting time shall constitute a normal work day. If the employee does not receive his one-half ($\frac{1}{2}$) hour lunch period as stated, he shall receive one-half ($\frac{1}{2}$) hour pay at the time and one half ($1\frac{1}{2}$) rate and be allowed a one-half ($\frac{1}{2}$) hour lunch period on his own time. At no time shall an employee be required to work longer than five (5) hours without a lunch period. Starting time for the work day may be changed to begin anytime between 6:00 a.m. and 9:00 a.m. by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given thirty-six (36) hours in advance. All employees of any Employer on the jobsite shall have the same starting time except when other arrangements are mutually agreed to.

When the regular work week starts on Monday and concludes on Friday, and the employee, because of inclement weather has worked less than forty (40) hours in that work week, Saturday shall be designated as a 'make-up' day and the employee shall be paid at the regular rate of pay. Employees will have the option of working the Saturday, make-up day.

When Laborers are employed on designated make-up day and other crafts are also employed on same project, by the same employer, and receive premium rate of pay, Laborers shall receive premium rate of pay also.

Section 2. All time worked over eight (8) hours or before the starting time or after quitting time Monday through Friday and all hours worked on Saturdays (except for those designated as 'make-up' days) shall be at the rate of time and one-half ($1\frac{1}{2}$). All hours worked on Sundays and holidays shall be at the rate of double time. Mortarmen may start one half ($\frac{1}{2}$) hour before and quit one half ($\frac{1}{2}$) hour before the regular crew without overtime pay Monday through Friday. The above hours (Section 1 and 2) may be adjusted,

Monday through Friday, upon agreement between the Business Manager and the Employer.

Section 3. Employer, to take advantage of daylight hours, weather conditions, etc., may elect to have the regular work week start on Monday and conclude on Thursday, but such election must be made at the pre-job conference. The normal work hours are between 6:00 a.m. and 4:30 p.m. Ten (10) consecutive hours exclusive of one-half (½) hour lunch period between the 5th and 6th hour after starting time shall constitute a normal work day. Forty (40) hours Monday through Thursday shall constitute a normal work week. Starting time for the work day may be changed to begin anytime between 6:00 a.m. and 9:00 a.m. by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given thirty-six (36) hours in advance. All employees of any Employer on the job site shall have the same starting time except when other arrangements are mutually agreed to. If the employee does not receive his one-half hour lunch period as stated, he shall receive one-half hour pay at the time and one-half rate and be allowed a one-half hour lunch period on his own time. At no time shall an employee be required to work longer than five (5) hours without a lunch period.

When the regular work week starts on Monday and concludes on Thursday, and the employee, because of inclement weather conditions or conditions beyond the control of the Employer, has worked less than forty (40) hours in that work week, Friday shall be designated as a 'make-up' day and the employee shall be paid at the regular rate of pay.

When Laborers are employed on designated make-up day and ten (10) hours in any one day and other crafts are also employed on same project, and receive premium rate of pay, Laborers shall receive premium rate of pay also.

Section 4. All time worked over ten (10) hours in any one day, or before the starting time or after quitting time Monday through Thursday and all hours worked on Fridays (except for those designated as 'make-up' days) shall be paid at the rate of time and one-half (1½). All time worked on Saturdays, Sundays, and holidays shall be at the rate of double time for Tazewell County and Fulton County, except as specified elsewhere in this Agreement.

Section 5. Any overtime will be paid to the next nearest one-fourth hour.

ARTICLE 8

SHOW-UP TIME AND REQUIRED HOURS OF EMPLOYMENT

When an Employer requests referral of a certain number of men through the Union headquarters, and these men appear on the job or shift at the time ordered, then if not put to work, they shall be paid two (2) hours show-up time.

When an employee employed on a job finishes work, and returns to work the following morning, he shall be allowed two (2) hours show-up time, unless he has been notified the day before that there would be no work.

The Employer shall not be required to pay show-up time on account of inclement weather or for conditions beyond the control of the Employer. The Employer shall have the option on each project of

working or not working if the temperature is 10° Fahrenheit or colder.

It is agreed that when a man is called or a regular employee reports for work and the Employer is unable to put him to work and the Employer desires that the man remain on the site of the project to be available, then the employee shall be paid continually from the regular starting time until released, or two (2) hours, whichever is longer. Any employee starting at the regular starting time and working less than one-half (½) day is guaranteed one-half (½) days' pay. After the half (½) day, employees will be paid only for actual time worked. An employee shall be deemed to have started at the regular starting time unless it is the fault of the employee for reporting or starting late.

At the option of Employer, he may require the laborers to stay on the job site during the time he is required to pay wages under this provision.

When any employee commences on a higher classification of work and works a half (½) day, he shall be paid the higher classification for a half (½) day. When any employee works over a half (½) day on a higher classification, he shall receive the entire day at the higher classification. Any employee who works part-time on the minimum rate and part time on a higher classification rate throughout the day, shall be paid the higher classification for the entire day.

ARTICLE 9 **HOLIDAYS**

Holidays shall be celebrated according to National Law governing same: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Veteran's Day is to be celebrated the day after Thanksgiving. No work will be performed on Labor Day under any consideration, except in extreme emergency, then double time must be paid after permission to work has been given by the Business Representative.

Any employee required to work on any holiday shall not be paid less than four (4) hours pay at double time, and not less than eight (8) hours at double time, if he works over four (4) hours.

It is understood and agreed that the Employer shall not cease work on a normal work day that occurs before or after a holiday without the majority consent of his employees (all crafts) on any particular project, except a holiday falling on Sunday, the following Monday shall be considered a holiday.

ARTICLE 10 **SHIFT WORK**

When so elected by the contractor, shifts of at least three (3) consecutive regular work days' duration may be worked. When two (2) or three (3) shifts are worked: The day shift shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The evening shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the evening shift shall receive eight (8) hours pay at the regular hourly rate for seven and one-half (7½) hours work plus twenty-five cents (\$0.25) per hour.

The night shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the night shift shall receive eight (8) hours pay at the regular hourly rate for seven (7) hours work plus fifty cents (\$0.50) per hour.

A lunch period of thirty (30) minutes shall be allowed on each shift. Shift clause shall apply on regular work week only, 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Saturday, Sunday, or holidays and all hours worked other than the regular shift hours shall be paid at the rate in the individual agreements.

There shall be no pyramiding of rates and double the straight time rate shall be the maximum compensation for any hour worked.

If other hours and conditions are to be observed with respect to shift work, they shall be by mutual consent of the contractor involved and the Union Business Manager.

SPECIAL SHIFT: By mutual agreement between the Employer and Business Manager, if the EMPLOYER is required to perform work which cannot be performed during regular working hours, an employee may work a special shift, limited to seven (7) hours work, including lunch, and receive eight (8) hours pay for the seven (7) hours work. Thirty (30) minutes shall be allowed for lunch after the completion of four (4) hours work.

No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours.

The employer's request for this special shift must include the starting date, the approximate number of men involved and the estimated conclusion date.

ARTICLE 11
PENSION, WELFARE, ANNUITY, HEALTH & SAFETY, LECET AND MIDWEST
FOUNDATION for FAIR CONTRACTING FUNDS

Beginning with the effective date of this Agreement the Employer agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Local 231 Pension Fund and the Agreement and Declaration of Trust establishing Laborers' Local 231 Health and Welfare Fund, including any amendments hereto or hereafter duly adopted by the Trustees thereof. The Employer shall pay to the Pension Fund and Welfare Fund the amount listed in the attached Addendum for each straight time hour or portion thereof performed by an employee working in covered employment.

The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Local 231 Annuity Trust Fund, including any amendments duly adopted by the Trustees thereof. The Employer shall pay to the Annuity Fund the amount listed in the attached Addendum for each straight time hour or portion thereof performed by an employee working in covered employment.

On overtime hours the payments to the respective Welfare, Pension and Annuity Funds shall be one-and-one-half (1½) times the amount set out above (except for Sundays and holidays the payments to

the Funds shall be two (2) times the amount set out above), for work performed within the jurisdiction of this Agreement.

The Employer and the Union recognize that they have a mutual concern regarding the health and safety of workers. These concerns are best addressed through a labor-management cooperative approach. To assure a safer and healthier situation for workers, the Employer and the Union agree to participate in the labor-management cooperation trust fund known as Laborers' Health and Safety Fund of America ("LHSFNA"). The Employer agrees to pay to the Laborers' Health and Safety Fund of North America contributions at the rate listed in the attached Addendum for each hour or portion of any hour worked for which each employee covered by this Agreement is entitled to receive pay. The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Health and Safety Fund of North America ("LHSFNA"), including any amendments duly adopted by the Trustees thereof.

The Employer and the Union also recognize that they have a mutual concern regarding the proper employment education of workers. These concerns are best addressed by participation within the trust fund known as the Laborers-Employers Cooperation and Education Trust ("LECET"). The Employer agrees to pay to the Laborers-Employers Cooperation and Education Trust ("LECET") contributions at the rate listed in the attached Addendum for each hour or portion of an hour worked for which each employee covered by this Agreement is entitled to receive pay. The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers-Employers Cooperation and Education Trust Fund ("LECET"), including any amendments duly adopted by the Trustees thereof.

The Employer agrees to pay to the Midwest Foundation For Fair Contracting contributions at the rate listed in the attached Addendum per hour for each hour or portion of an hour worked by an employee covered by this Agreement.

Payments of all fringe benefit monies shall be made by the Employer no later than the 15th day of the month next following the month in which hours of covered employment were worked.

Amounts paid to an employee for holidays, vacations, or bonuses shall be considered as hours worked for the purpose of contributions to all of the respective Funds.

A failure by the Employer to make the required payments at the time specified shall be deemed a gross breach of this Agreement by the Employer and the Union shall be free to take any appropriate action including the withholding of services by employees and the publication by traditional means of the nature and cause of the dispute to other parties.

At any time during the period of this Agreement, should the Union enter into a differing Pension or Health and Welfare Plan (or other Funds as set forth above) other than the ones currently in effect, or should the Pension Fund or Welfare Fund or Annuity Fund (or any other Fund set forth herein) determine that rates of contribution on behalf of members should be lowered, then, in that event, the reduction in fringe benefit contributions shall be added to the pay rates set forth in this contract. During the term of this Agreement it may be necessary for the Pension Fund or the Health and Welfare Fund (or any other Fund set forth herein), or any combination of said Funds, to receive increases in contribution rates per hour worked by covered employees. In that event the Union or the appropriate Fund may give notice in writing to the

Employer not less than thirty days from the date on which a higher rate of contributions shall take effect and the Employer agrees that it will thereafter tender the new rates of contributions to the Pension Fund or to the Health and Welfare Fund (or to any of the Funds set forth herein) and that it will deduct from the wages of employees the difference between the rates set forth in this Article and the new rates of contributions to the Pension Fund or Health and Welfare Fund (or any of the Funds set forth herein).

All Employers bound by this Agreement shall, for each month in which an employee performed work in covered employment, submit to the Funds a report detailing the hours of covered employment worked by employees on a form to be provided by the Union, and that it will make all payments to Laborers' Local 231 Clearing Account, P.O. Box 374, Pekin, Illinois 61554, or to such other account(s) or address(es) as the respective Funds from time to time shall designate in writing to the Employer.

The parties agree and understand that there shall be no duplication of payments between fringe benefit funds on account of hours worked by an employee.

ARTICLE 12 **TRAINING PROGRAM FUND**

The Employer shall contribute to and be bound by the Agreement and Declaration of Trust establishing the Illinois Laborers' and Contractors' Joint Apprenticeship & Training Program as has heretofore been amended or may hereafter be amended in the amount listed in the attached Addendum for each hour worked by employees of the Employer within covered employment.

Payments to the Training Program shall be made in the same manner as set forth in Article 10, Welfare and Pension Funds, and shall be subject to the same restrictions, limitations, and obligations.

ARTICLE 13 **CHECK-OFF**

The Employer shall, upon receipt of a proper assignment executed by an employee, deduct the amounts shown on the check-off authorization card from the wages of such employee and forward such monies promptly to Laborers' Local 231 Clearing Account, P.O. Box 374, Pekin, Illinois 61554.

The following items fall within the designation of check-off:

- A. Working Dues. The membership working dues of Laborers' Local 231 are listed in the attached Addendum
- B. Voluntary contribution to Laborers' Local 231 Laborers' Political League. The amount to be deducted for each hour worked under the geographical jurisdiction of Laborers' International Union of North America Local 231 is listed in the attached Addendum. Laborers' Local 231 Laborers' Political League is an entity separate and apart from Laborers' International Union of North America Local 231 and if the Employer fails to make the required deduction and remittance, the Employer shall be liable for all reasonable costs incurred by Laborers' Local 231 Laborers' Political League for collecting payment due thereon together with any reasonable attorneys fees and liquidated damages in an amount not less than 20% of the contribution due and any action to recover said amounts may be brought in the name of Laborers' Local 231 Laborers' Political

League.

C. Voluntary contributions to Laborers' Local #231 Laborers' Political League (Federal). The Employer agrees to deduct the amount listed in the attached Addendum for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union and to transmit those funds on the monthly contribution report form.

D. Real Estate Maintenance Fund. The amount to be deducted for each hour worked under the geographical jurisdiction of the Laborers' International Union of North America Local 231 to be used as a permanent fund for the maintenance of real estate owned by the Local Union is listed in the attached Addendum.

E. Building Trades. The amount to be deducted for each hour worked in covered employment for the West Central Illinois Building and Construction Trades Council is listed in the attached Addendum.

G. The Illinois Laborers Legislative Committee. The Employer agrees to deduct the amount listed in the attached Addendum for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union and to transmit those funds on the monthly contribution report form.

H. Organizing Fund. For work performed exclusively within Tazewell and Fulton Counties Local 231 (Pekin) and upon receipt of a proper assignment executed by an employee, the Employer agrees to deduct from the wages of each such employee the amount listed in the attached Addendum for Organizing Fund and forward all payments pursuant to this Article on the form provided by the Union.

I. Laborers' Local 231 Retiree Council. The amount to be deducted for each hour worked under the geographical jurisdiction of the Laborers' International Union of North America Local 231 to be used as a permanent fund for the Laborers' Local 231 Retiree Council is listed in the attached Addendum.

Failure by the Employer to make the payments set forth in this Article upon receipt of a duly executed authorization card by the employee shall be deemed a gross breach of this Agreement by the Employer and the Union shall be free to take any appropriate action, including withholding of services and traditional means of advising others of the dispute between the Employer and the Union notwithstanding any other provision of this Agreement. All payments pursuant to this Article shall be reported on a form provided by the Union and are due in the appropriate office by the 15th day of the month next following the month in which covered hours of employment are worked.

ARTICLE 14 **DISCREPANCY CLAUSE**

In the event the Union believes an Employer has failed to report or failed to pay proper wages or check-off, the Union shall have the same authority to audit or inspect the Employer's records as does the

Pension Fund and should any discrepancy exist in the amount reported or paid by the Employer, the Employer shall be responsible for all costs of audit, delinquent amounts and expenses of collection, including court costs and attorneys' fees.

ARTICLE 15 **LABOR FOREMAN**

Section 1. It is agreed that all labor foremen designated by the Employer shall be journeymen of the Union who have been in good standing in the Local for no less than six (6) months.

Labor foremen will be placed on all jobs when six (6) laborers are employed, and not to keep time or be in charge of more than fifteen (15) men. The foreman shall be included in the total of six (6) men. This includes brick mason tenders/helpers and carpenter tenders/helpers. Pushers or labor foremen will be strictly confined to supervision only when eleven (11) or more men are under his supervision.

Labor Foreman to receive one dollar and fifty cents (\$1.50) per hour more than the highest paid man under his supervision.

General Labor Foreman shall receive fifty cents (\$.50) per hour more than the highest paid man under his supervision.

A General Labor Foreman shall be appointed by the Employer when the Employer has a total of thirty-five (35) laborers working on the same project. General labor foremen shall be subject to the same requirements set forth in Paragraph 1 of Section 1 of this Article.

Section 2. Superintendent shall not interfere with labor foreman in the placing of laborers on any work covered by this Agreement. Superintendent shall not remove any laborer from the job he is performing, but shall have the right to direct the labor foreman to do so.

ARTICLE 16 **MANNING REQUIREMENTS**

Section 1. It is understood and agreed that the Union and the Employer shall observe the following procedure in regard to ration of laborers versus skilled crafts on all commercial and industrial projects:

Item A: There shall be a minimum of one (1) laborer employed as a carpenter tender/helper for every three (3) carpenters, and at no time will he tend more than four (4) carpenters, on all classifications of carpenter work except as stated in Item "B" below.

Each laborer so assigned as a carpenter tender/helper may be required to do other productive work in his area (nail pulling, sweeping, and other work that pertains to carpenter tender/helper classifications) assigned him by his foreman (or Superintendent when there is no labor foreman) when not actually getting material or under other specific instruction of his assigned Carpenters. Carpenter tenders/helpers shall help each other when necessary.

In no instance shall the Employer allow any craft or person to perform the tenders/helpers work while his is not in direct attendance.

Item B: On all trim work, door hanging, installing door and window hardware, or installation of other type millwork, the ratio of tender/helper and skilled craft shall be mutually agreed upon by the Business Manager and Employer, but in no case shall one (1) tender/helper be required to tend more than four (4) skilled craftsmen. The unloading of heavy doors, windows, etc., shall require a sufficient amount of tenders/helpers to prevent injury.

Item C: Any Employer building four (4) or less single family dwellings or duplex homes in each calendar year shall not be considered doing commercial work and shall not require a carpenter tender/helper except on framing, roofing and roof shingles. This shall not include pre-fab houses. Pre-fab house building shall be governed by the statewide carpenter-labor agreement for this area.

Item D: There shall be a minimum of one (1) laborer employed as a brick mason tender/helper assigned for every two (2) bricklayers on every project. Each laborer so assigned as a brick mason tender/helper may be required to do other productive work in his work area (clean up, safety repairs, and other work that pertains to the brick mason tender/helper classification) assigned him by his foreman (or Superintendent when there is no labor foreman) when not actually getting material or under other specific instructions of his assigned masons. Mason tenders/helpers shall help each other when necessary.

Item E: There shall be a minimum of one (1) laborer employed as a plaster tender/helper assigned for every two (2) plasterers where "Brown Coating" is being done on every project.

It is understood and agreed a minimum of one (1) laborer and as many more as may be required, will be kept on all concrete pours as long as the concrete is being worked on in any manner, or by any craft.

The laborer(s) may be used in any useful work in this area of the concrete pour when not needed by the craft working in or on the concrete or in performance of his jurisdiction of work in the concrete.

ARTICLE 17 WAGE RATES

It is understood and agreed that the rates of pay listed in the attached Addendum will apply to all employees governed by this Agreement.

A wage rate of eighty percent (80%) of the regular, base hourly wage, plus all fringe benefit payments as called for in this agreement, may apply to all "Residential" and "Light Commercial" work for all employers and employees covered by this agreement.

"Residential" shall be defined as applying to work on any single family dwelling or multiple family housing units up to and including three (3) stories, including all garden type and walk-up apartments, with a total project cost of under \$500,000.

"Light Commercial" shall be defined as applying to work, other than "Residential", with a total project cost of under \$500,000.

This reduced hourly wage does not cover those housing units which are normally referred to as "high-rise" or housing units constructed of steel and concrete, or any type of work on an industrial or public utility site

or project, or on any work that would be covered under the Davis-Bacon Act or any federal act or the Illinois Prevailing Wage Act, and does not cover projects with total cost bids of over \$500,000.

Eighty percent (80%) of the regular basic hourly wage is as set forth in the attached Addendum.

ARTICLE 18 **WORKING RULES**

1. If any employee wishes to take a vacation, he shall notify his Employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.
2. There shall be overhead shelter furnished for the mixer machine operator during inclement weather on commercial work when requested by machine operator.
3. There will be a minimum of one (1) laborer or more if the job requires, to tend sawman, clean up, get new lumber, etc.
4. There will be a minimum of one (1) laborer or more if the job requires, to tend sand blasting, tuck pointers, and masons washing down walls.
5. Any work not covered by this Agreement or classification which comes under the jurisdiction of the Laborers shall be negotiated between the two (2) interested parties.
6. When air pressure is used in tunnels or caissons in connection with building construction, both parties agree to negotiate a fair wage and working conditions proportionate to pressure used.
7. The Company agrees to furnish all necessary weatherproof clothing when needed.
8. There shall not be any organized coffee breaks, rest periods or other non-working time established during working hours. Employees may take an individual thermos of coffee or other non-alcoholic refreshment to their assigned place of work and consume same as time and work schedule allow.
9. When employees are employed on a job on the day overtime is worked or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.
10. There shall be no scoop shovels used except on sawdust or cinder or other dry lightweight material (Zonelite, Perlite).
11. There shall be no transferring of men from job to job during lunch periods.
12. Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. Scheduled quitting time shall include a reasonable time to clean up.
13. The Employer shall also furnish drinking water fresh daily or more often as required in clean suitable containers from a State approved water supply. The containers shall be cleaned with a

proper cleaning agent at least twice a week or more often if found necessary. Clean ice shall also be furnished by the Contractor for the drinking water when requested by the majority of the employees on the project. The drinking water shall be on the job in readily accessible places no later than thirty (30) minutes after starting time. Sanitary paper cups shall be placed with each water container.

It is understood and agreed that it is the jurisdictional work of the laborer to load and unload, distribute, fill, clean and maintain all water containers on the jobsite when there are laborers on the project.

14. Unloading, loading, handling, and placing of all lights, flares, and flashers at minimum scale.
15. The initial cleaning and scrubbing of all floors, doors, and windows at minimum scale.
16. If jackhammer is used, two (2) men must be employed to operate same, except one (1) man may be used when determined by Business Manager and Employer.
17. The Employer shall furnish rubber boots when the Laborers are required to work in concrete or standing water in ditches.
18. The Employer shall provide a suitable area (properly heated in cold weather), for employees to change clothes and eat lunch. This area shall not be used for any other purpose.
19. Plastic material handling, placing, unloading, setting whether the plastic is preformed or flowed into place, at the minimum scale applicable in this contract.
20. The application to all concrete surfaces of all curing, hardening, topping compounds and sealers, applied in any manner except troweling.
21. In the event of tool checking system where laborers check tools, a laborer shall be employed as tool crib man at minimum rate.
22. It is agreed the covering of concrete by any method shall be the work of the laborer.
23. Where service truck or trucks are used on projects, the loading and unloading shall be the work of the laborer.
24. Any employee injured on a job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job, he shall be paid full time for the time lost.
25. When employees leave the project of their own accord at other than normal quitting time it is their responsibility to notify their supervisor.

ARTICLE 19
SCAFFOLD AND HIGH CONSTRUCTION WORK

Section 1. Stack construction, Hoist towers, Safety belts, Boatswain chairs rate of pay shall be twenty-five cents (\$0.25) per hour over the regular rate of pay for the classifications of work performed from fifty (50) feet up to one hundred (100) feet; thirty-five cents (\$0.35) per hour shall be paid for all work over one hundred (100) feet.

Section 2. On all false work or scaffold that are hanging, swinging, bracketed, suspended, free standing, or attached to any structure or walls that are to be erected fifty (50) feet or more above ground level or lowest elevation, twenty-five cents (\$0.25) per hour shall be paid over the regular rate of pay for the classifications of work being performed up to one hundred (100) feet; over one hundred (100) feet, thirty-five cents (\$0.35) per hour shall be paid.

High time pay shall not apply to residential work.

All heights referred to above are subject to free-fall.

When any employee performs work in either of these instances and works under a half (½) day, they shall be paid the premium called for above for a half (½) day. When any employee performs work in either of these instances and works over a half (½) day, he shall be paid the premium called for, for the entire day. Any employee who works part-time on either of these instances shall be paid the higher premium for the entire day.

ARTICLE 20
STEWARDS CLAUSE

Section 1. The Business Manager may appoint a steward on all projects or portions of project, whose duty it is to see to it that this contract is strictly adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The steward is to perform all other duties assigned to him by the Local Union or Business Manager.

The steward is to work the same as any other employee on the job and shall be employed on the job at all times when any work covered by this Agreement is being performed, except as stated in Section 2 below as long as he is capable of performing such work, and cannot be discharged except for good cause. The Union Business Manager shall be notified at least twenty-four (24) hours prior to dismissal of a steward.

The steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 2. The steward shall not bump another employee on overtime work from a crew in which he has not worked on that day. The steward shall have the opportunity to be placed in any crew at the start of that classification of work where overtime is likely to occur, or it is known that overtime will occur.

ARTICLE 21
UNEMPLOYMENT AND WORKMEN'S COMPENSATION INSURANCE

The Employer shall comply with all Federal and State laws governing the employment of men, and shall carry public liability and workers' compensation insurance, and pay Old Age benefits and Unemployment Compensation. This article shall not be construed to require the Union to make any investigation to determine the Employers compliance insurance requirements.

It is agreed that laborers may refuse to work for any contractor or any other person who is not complying with the Workmen's Compensation Law.

ARTICLE 22
BUSINESS MANAGER

It is agreed that the Business Manager or his designated representative, of the Local will have the unrestricted right to visit all jobs where his men are employed. No laborers shall be required to work on any project where such pass or permission is not readily granted.

ARTICLE 23
SUBCONTRACTORS

(A) Whenever work covered by the terms of this agreement, to be done or performed at the site of construction, is sublet or subcontracted to another employer, such work as is within the work classification of this agreement, shall be performed by said subcontractor under the terms and provisions of this agreement.

(B) It is understood that this agreement shall be and become a part of the specifications on any work which a contractor shall sublet in any manner to another contractor.

Contractors and their subcontractors party hereto shall be jointly and severally liable for violations of this Article, by such subcontractors, including lower-tiered subcontractors, as well as for their subcontractors who are not party hereto. The Union will notify the General Contractor of any subcontractor who is delinquent in benefits within sixty (60) days of the delinquency.

ARTICLE 24
BONDING REQUIREMENT

Each and every employer covered by this agreement may be required, at the discretion of the Business Manager of Laborers' Local #231, to furnish a bond in the amount listed below naming the Trustees of Laborers' Local #231 Health and Welfare Fund, the Trustees of Laborers' Local #231 Pension Fund and the Trustees of Laborers' Local #231 Annuity Fund. The bond shall insure payment of wages called for by the contract and all contributions to the Health & Welfare, Pension, Annuity or other funds established under the contract.

Number of Employees

Amount of Bond

1 to 5	\$20,000.00
6 to 10	\$30,000.00
11 to 15	\$40,000.00
Over 15	\$50,000.00

This clause shall not apply to any individual employer who has performed work under the terms of this Agreement for twenty-four (24) consecutive months (two years) and who has remitted all fringe benefits and paid all wages required by this Agreement without default and without any bank or financial institution dishonoring any check or draft presented as payment by such employer. In the event that an employer has failed to pay the wages or fringe benefits as required by this agreement, the Union may engage in a strike or other concerted refusal to perform services for said employer until all delinquencies have been paid, notwithstanding any other provision of this Agreement. Factors which will be considered in the Local Union's Business Manager's determination whether a bond should be required are, but not necessarily limited to, the past delinquent contributions proffered by the subject employer, the length of time the employer has performed work in the territorial jurisdiction of Laborers' Local #231, and the nature and extent of work proposed. However, the decision to impose the requirement of the filing of a bond shall be solely that of the Business Manager of Laborers' Local #231.

ARTICLE 25 **INDUSTRY FUND**

The Builders Association of Tazewell County, Inc. Industry Fund (herein referred to as "Industry Fund") has been organized to improve public relations, to improve the standards of the industry, to conduct deduction programs, to conduct any program for the benefit of the construction industry and shall not conduct any anti-union or political activity.

The Employer agrees that effective the date hereof and for the duration of this Agreement and any renewal or extension hereof to make payments to Builders Association of Tazewell County, Inc. for each employee covered by this Agreement as follows:

The Employer will contribute the amount listed in the attached Addendum to the fund for each hour the employee receives pay.

The payments to the Fund shall be made to the Builders Association of Tazewell County, Inc. Industry Fund which has been established under an Agreement and Declaration of Trust, the terms of which are hereby accepted by the Employer.

All contributions shall be made at such time and in such manner as the Trustees of the Fund shall require.

If the Employer fails to make contributions to the Fund within the period required by the Trustees of the Fund, the Employer shall be liable for all reasonable costs for collecting the payment due together with any reasonable attorneys' fees and reasonable damages assessed by the Trustees.

The Industry Fund shall be administered by a Board of Trustees established under a trust agreement conforming to applicable law which each employer agrees to become a signatory thereto.

ARTICLE 26
SAFETY

In accordance with the requirements of the Occupational Safety and Health Act of 1970 and any amendments thereto and applicable State and Local laws and regulations, it shall be the exclusive responsibility of the Employer to insure the safety and health of its employees and compliance by them with any safety rules contained herein or established by the Employer. Failure of compliance by an employee shall be cause for dismissal. Nothing in this Agreement will make the Union liable to any employees or to any other persons on the event that injury or accident occurs.

The Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise.

HARD HAT CLAUSE

The Contractor shall furnish each employee with a hard hat either new or in condition to meet all State and Federal standards with a new head liner. Any employee that does not return his hard hat to the Employer upon termination of employment or requires an additional hard hat due to loss, etc., shall either pay the Employer or have deducted from his final paycheck an amount of not more than three dollars and fifty cents (\$3.50).

CELL PHONES

The use of personal cell phones and other communication devices is prohibited during working hours, unless the company has provided such devices to the employee for business use only. Employees will have access to communication devices for emergencies. Limited and temporary use of a personally owned communication device for emergencies. Limited and temporary use of a personally owned communication device for ongoing personal emergencies (i.e. child birth) can be made only with prior and continued approval of the Employers supervisor. Also accepted, is the right to call the union representative regarding contract violations. Employees must comply with the Employer and/or Customer cell phone and communication device policies.

ARTICLE 27
PAY DAY

The regular payday shall be once a week on Friday, unless otherwise mutually agreed to by the Business Manager and Employer, except when payday is a holiday, then the last work day before the holiday shall be payday.

Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third day prior to payday, unless otherwise mutually agreed upon by the Business Manager and Employer for time to make up payrolls. Accompanying each payment of wages shall be a separate statement identifying the employer, showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings.

If no work on payday, the pay checks shall be available at the job site not later than one (1) hour from

starting time at the customary place.

When an employee is laid off, or discharged his pay continues until he is paid in full, in cash or other legal tender unless otherwise agreed to by the Business Manager. When an employee quits of his own accord, he shall wait for the regular payday for his wages.

If an employee is made to wait beyond that time for his money he shall be paid regular rate of wages for all the time he waits.

The Employer shall comply with all Federal and State laws governing the employment of men and liability to the general public, including Workmen's Compensation, F.I.C.A. Benefits, and agrees to carry on all laborers Unemployment Compensation.

The filling in of time cards or any record for the purpose of payroll shall be completely a company responsibility and any discrepancy thereon either in scales of pay, or hours worked, including overtime rates and hours, resulting in a pay shortage or a benefit payment shortage shall make the employer the sole fault. Any employee required or requested by the Company to violate this or any other provision in this Agreement shall be required by Union by-laws to report such intended violations to the Union.

All pay or paychecks, whether regular pay, layoff pay or any other shall be disbursed at the jobsite at the proper time unless the employee agrees otherwise.

ARTICLE 28 **WATCHMAN CLAUSE**

Day and night watchmen shall receive straight time rate for Saturday, Sunday, and Holidays except when work is performed over forty (40) hours in one calendar week which will be paid at the rate of time and one-half (1½). If the watchman is directed to do any work that comes under any other classification in this Agreement, he shall be governed by the working rules and rates as specified previously in this Agreement.

ARTICLE 29 **JURISDICTIONAL DISPUTES**

In the event a Jurisdictional Dispute exists, the following procedure shall be followed to resolve the dispute.

1. Agreement by crafts.
2. Job assignments according to area practice in the locality.
3. Employer preference.
4. The Employer agrees to meet with the disputing Union representatives within forty-eight (48) hours and attempt to resolve the dispute. If no agreement is reached by the Local Union Business Manager, the District Council shall be notified and the dispute shall again be attempted to be settled at that level. If an agreement is not reached at that level, the International Unions shall be notified requesting representatives for a settlement attempt.

The Employer shall make the work assignment.

Decisions for every jobsite jurisdictional dispute when agreed upon, will be recorded in writing, signed by the Employer and retained by the parties concerned.

Under this procedure there will be no strikes or lockouts over jurisdictional disputes.

Assignments of work shall only be made by the Employer, and not by any of his foreman(s) or superintendent(s).

ARTICLE 30 **ARBITRATION AND GRIEVANCE**

Any grievance or dispute arising between the parties to this agreement shall be promptly adjusted through the following steps of procedures:

- A. The aggrieved Employer or Employee shall first attempt settlement.
- B. Failing to settle the dispute, the grievance shall be heard by the Union Business Representative and a top level Management Representative at a mutually agreeable date not more than three (3) working days after the failure to settle the dispute in Step A.
- C. Failure to settle the dispute, the grievance shall be heard by a joint meeting of the Joint Governing Board at a mutually agreeable date not more than five (5) working days following the meeting of the Union Business Representative with the Management Representative. A majority vote of the equally represented Joint Governing Board shall cause a settlement of the dispute which shall be binding upon all parties involved.

Failure to resolve dispute shall result in arbitration.

Any dispute may be submitted to arbitration by mutual consent or by exhausting the Settlement of Disputes procedure above. Within five (5) days following the decision to arbitrate, the dispute shall be submitted to a mutually agreed upon arbitrator, or if mutual agreement cannot be reached within seven (7) working days, an arbitrator selected from the Illinois Department of Labor or Federal Mediation and Conciliation Service appointed panel of five (5) qualified arbitrators, submitted in answer to a joint petition of the parties involved.

The decision of the arbitrator shall not be contrary to, amend, add to, or eliminate any of the provisions of this agreement.

ARTICLE 31 **TRICON**

The parties recognize the value to the community and to the construction industry of a joint labor-management committee serving the construction industry. To this end the parties agree to participate in, support and, in part, fund the operation of the Tri County Construction Labor-Management Council (TRICON).

In addition to the base wage rate, the Employer agrees to contribute to TRICON the amount listed in the attached Addendum.

The parties recognize that the TRICON contributions as set forth above represent a joint and matching contribution on behalf of each employer and each employee. In the event that TRICON contributions are discontinued, the existing wage scale shall be increased by an amount equal to half of the contribution rate at the time such contributions are discontinued.

Payments to the TRICON shall be made in the same manner as set forth in Article 10, Welfare and Pension Funds, and shall be subject to the same restrictions, limitations, and obligations.

ARTICLE 32 **SAVINGS CLAUSE**

It is the intent of both parties to this to comply fully with all State and Federal Laws. If it is found by competent authority that any section of this Agreements in conflict with any State or Federal Laws, then such section shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the law. All other sections of this Agreement shall remain in full force and effect.

ARTICLE 33 **GENDER AND NUMBER OF WORDS**

Wherein used in this agreement, unless the contract required otherwise, words imparting the masculine gender include the feminine gender, words imparting the feminine gender include the masculine gender, words imparting the singular include the plural and words imparting the plural include the singular.

ARTICLE 34 **ALCOHOL AND NON-PRESCRIPTION DRUGS**

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any Employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named Employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. Provision for Employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Drug and alcohol testing shall consist of pre-employment, random and reasonable cause/suspicion, post-accident, injury or unsafe act or other testing required by owner. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services

Administration (herein after, SAMHSA, formerly known as the National Institute of Drug Abuse (NIDA) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures outlined by the SAMHSA and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates, (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by future Substance Abuse and Mental Health Services Administration (SAMHSA, formerly known as NIDA) guidelines.

Section 6. Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 7. Any Employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, (s)he will be: (a) suspended without pay up to thirty (30) days, as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (c) and agree to periodic random drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive test or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Section 8. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this contract.

Section 9. The Builders Association of Tazewell County, the Great Plains Laborers' District Council and LECET agree to work mutually with Construction Data Service, and other Associations in developing a similar type of Drug/Alcohol Screening Substance Abuse Policy and upon completion, by way of addendum, added to this Agreement in place of the alcohol/drug screening program enumerated above.

ARTICLE 35 **AMERICAN DISABILITIES ACT**

The Company and the Union will take the necessary steps to comply with the provisions of the Act even when it requires a modification of the provisions of this Agreement. However, unless specifically required by law or regulations, the Company will not adversely affect the rights of any employee.

ARTICLE 36 **MOBILITY LANGUAGE**

For contractors who have been established in Peoria or Tazewell counties and have maintained an office for a period of two (2) years or more, they may bring in the second (2nd) employee on the job and the fifth (5th) employee on the job as key employees.

**ARTICLE 37
MANAGEMENT RIGHTS**

Section 1. The Employer retains full and exclusive authority for the management of its operations. The employer shall direct his/her working forces at his/her sole prerogative, including, but not limited to, hiring, promotion, overtime assignments, layoff or discharge for just cause.

Section 2. There shall be no limit on production by employee's nor restrictions on the full use of tools or equipment. Employees shall use such tools as required to perform any of the work of the trade. The operation of all equipment shall be assigned to the proper craft jurisdiction.

Section 3. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of employees. The Employer shall determine the most efficient method or techniques of construction tools or other labor-saving devices to be used. However, safety of the employees on the job site shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked.

Section 4. The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records.

Section 5. The foregoing enumeration of management rights shall be deemed to be inclusive not exclusive. The Employer retains all management rights except as expressly limited herein or by locally negotiated agreements to the extent local agreements do not conflict with the terms and provisions of this Agreement.

Section 6. Disputes arising under the Management Rights Clause or any other Article within this Collective Bargaining Agreement are subject to the grievance and arbitration procedure herein.

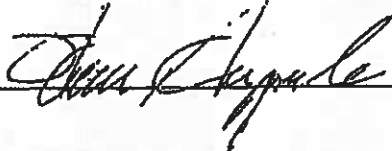
Management also agrees that the Management Rights Clause shall not be used as a guise to "illegally" discriminate against any employee or group of employees or the Local Union.

ARTICLE 38
CORPORATE SIGNATURE AUTHORITY

For purposes of signing any union documents, a signature of the corporation, company, partnership or other recognized legal structure to be considered valid and binding. Under no circumstances shall a craft employee be allowed to sign on behalf of the employer.

DATED AT PEKIN, ILLINOIS, THIS 1ST DAY OF MAY 2020.

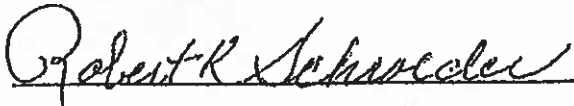
FOR THE CONTRACTORS ASSOCIATION:



FOR THE GREAT PLAINS LABORERS' DISTRICT COUNCIL:



FOR LABORERS' LOCAL 231:



ADDENDUM
BUILDING CONSTRUCTION WAGE AND FRINGE BENEFITS
CONTRIBUTIONS AND DEDUCTIONS
EFFECTIVE: MAY 1, 2021 - APRIL 30, 2022

LOCAL UNION NO.	231
Counties	Tazewell & Fulton
BASIC LABORER RATE	30.50
PENSION FUND	10.75
ANNUITY FUND	6.06
WELFARE FUND	10.00
TRAINING FUND	0.80
INDUSTRY FUND	0.15
L.E.C.E.T.	0.20
MIDWEST FOUNDATION for FAIR CONTRACTING	0.12
TRICON	0.02
HEALTH & SAFETY	0.04
TOTAL PACKAGE	\$ 58.64
BUILDING TRADES**	0.16
REAL ESTATE MAINTENANCE**	0.15
WORKING DUES CHECK-OFF***	5.5%
WORKING DUES CHECK-OFF**	0.15
LABORERS' POLITICAL LEAGUE**	0.03
FEDERAL LPL**	0.05
MIDWEST REGION ORGANIZING FUND**	0.25
ILLINOIS LABORERS' LEGISLATIVE COMMITTEE**	0.10
LABORERS' LOCAL 231 RETIREE FUND**	0.05

- ** Cents per hour worked deducted from the Basic Labor Rate.
- *** Dues Check-Off calculated as a percentage of gross pay.

RESIDENTIAL WAGE RATE: \$24.40 per hour - See Article 16
LIGHT COMMERCIAL WAGE RATE: \$24.40 per hour - See Article 16

Effective May 1, 2022 Wages and/or Fringe Benefits increase: \$1.61
Effective May 1, 2023 Wages and/or Fringe Benefits increase: \$1.66

IN WITNESS WHEREOF, the parties hereto execute this Addendum as of this 1st day of May, 2021.

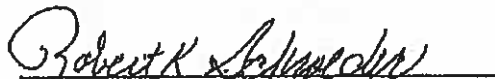
FOR THE CONTRACTORS ASSOCIATION


Steve Apparle, Executive Director

GREAT PLAINS LABORERS'
DISTRICT COUNCIL


Anthony Penn, Business Manager

LABORERS' LOCAL UNION #231


Robert K. Schroeder, Business Manager

**ADDENDUM I
BUILDING CONSTRUCTION WAGE AND FRINGE BENEFITS
CONTRIBUTIONS AND DEDUCTIONS
EFFECTIVE: MAY 1, 2022 – APRIL 30, 2023**

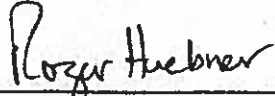
LOCAL UNION NO. 231

Counties	Adams	Hancock & McDonough	Brown, Mason, Pike & Schuyler
BASIC LABORER RATE	\$27.42	\$30.00	\$28.40
PENSION FUND	\$11.00	\$11.00	\$11.00
ANNUITY FUND	\$2.26	\$5.23	\$4.47
WELFARE FUND	\$10.25	\$10.25	\$10.25
TRAINING FUND	\$0.80	\$0.80	\$0.80
INDUSTRY FUND	\$0.21	\$0.21	\$0.21
L.E.C.E.T.	\$0.23	\$0.23	\$0.23
MRFFC	\$0.15	\$0.15	\$0.15
HEALTH & SAFETY	\$0.04	\$0.04	\$0.04
TOTAL PACKAGE	\$52.36	\$57.91	\$55.55
WORKING DUES CHECK-OFF	5.5%	5.5%	5.5%
WORKING DUES CHECK-OFF PER HR	\$0.15	\$0.15	\$0.15
REAL ESTATE MAINTENANCE	\$0.15	\$0.15	\$0.15
LPL	\$0.03	\$0.03	\$0.03
LPL FEDERAL	\$0.05	\$0.05	\$0.05
MROC	\$0.25	\$0.25	\$0.25
BUILDING TRADES	\$0.16	\$0.16	\$0.16
IL LEGISLATIVE COMMITTEE	\$0.12	\$0.12	\$0.12
LL231 RETIREE	\$0.05	\$0.05	\$0.05

Effective May 1, 2023 Wages and/or Fringe Benefits increase: \$1.60

IN WITNESS WHEREOF, the parties hereto execute this Addendum as of this 1st day of May, 2022.

**CENTRAL ILLINOIS BUILDERS
OF AGC**



**Executive Vice President
having authority to sign on behalf of
those firms who have assigned their
bargaining rights to the Association**

**GREAT PLAINS LABORERS'
DISTRICT COUNCIL**



Anthony Penn, Business Manager

LABORERS' LOCAL UNION 231



Steven R. Schroeder, Business Manager

**GREAT PLAINS
LABORERS' DISTRICT COUNCIL
ARTICLES OF AGREEMENT**

Covering

**BUILDING CONSTRUCTION WITHIN THE
JURISDICTION OF**

CENTRAL ILLINOIS BUILDERS OF A.G.C.

and

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION #362, #538 & #996**

Effective: May1,2020

Expires: April 30,2024

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GREAT PLAINS LABORERS' DISTRICT
COUNCIL ARTICLES OF AGREEMENT
Covering
BUILDING CONSTRUCTION
WITHIN THE JURISDICTION OF
ALL ASSOCIATIONS LISTED IN
ARTICLE I BELOW

**ARTICLE I
PARTIES AND SCOPE**

Section 1. This Agreement made and entered into between the Central Illinois Builders of A.G.C., party of the first part, for their members and those firms for whom they have bargaining rights, and the Laborers' International Union of North America, Local Union 362 Bloomington, Local Union 538 Galesburg, Local Union 996 Roanoke, party of the second part, hereinafter called the Union.

Section 2. It is understood and agreed that this Agreement shall be in effect on building construction work, either Federal, State, County, Township, City or private work within the boundaries of the above- mentioned Local Unions. Building Construction will include work inside the building and up to five (5) feet outside the foundation wall.

Section 3. The conditions of employment set forth shall prevail from May 1, 2020 through April 30, 2024, and shall continue in effect from year to year thereafter unless either party to this Agreement gives sixty (60) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon the expiration of same.

The Union shall sixty (60) days prior to any effective wage increase serve written notice to the Employer and the Employer agrees to make payments into the Benefits per Article X of this Agreement as directed by the Union. Such increase in payments shall be deducted from the hourly rate listed in the Addendum.

Section 4. This Agreement shall supersede all agreements now in force, covering working conditions, with proper addendum covering wages, within the jurisdiction of the Local Unions signatory to this Agreement.

Section 5. The term "Laborer," as used in articles covering working conditions shall apply to any employee covered by these Articles of Agreement including Mason Tenders and Plasterer Tenders and charter grants by the AFL-CIO.

Section 6. The Union agrees to promptly send Central Illinois Builders of AGC a copy of the Prevailing Wage Certification Form which is submitted to the Illinois Department of Labor and U.S. Department of Labor after each negotiated wage change and/or adjustments to wages due to necessary Health & Welfare or other fringe benefit increases.

Section 7. Wherein used in this Agreement, unless the contract requires otherwise, words imparting the masculine gender include the feminine gender, words imparting the singular include the plural and words imparting the plural include the singular.

**ARTICLE II
UNION SECURITY**

All present employees who are or become members of the Union shall remain members as a condition of their employment. All present employees, who are not members of the Union and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment, on the eighth (8th) day following the beginning of their employment or the effective date of this agreement, whichever is the later, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this agreement to complete or maintain his membership because of non-payment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. It is agreed by both parties that employees who do not belong to the Union may voluntarily join the Union any time within the eight (8) day period. Provided further, that no Employer or the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the initiation fees and the periodic dues uniformly required as a condition of acquiring and maintaining membership.

**ARTICLE III
THE PURPOSE**

Section 1. The purpose of this Agreement is to set forth the Agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish effective and impartial procedure for the peaceful settlement of disputes for all building construction work.

This Agreement is an effort by the parties to implement those improvements which will encourage Buyers of construction services to utilize the Employers and Employee Unions signatory to this Agreement.

**ARTICLE IV
UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and other working conditions for all Laborers and (Laborer) Watchmen in its employ in the construction and maintenance industries.

Section 2. The Union having demonstrated its majority support to the Employer, the Employer hereby recognizes the Union as the exclusive Collective Bargaining Representative for all Employees in the bargaining unit for all purposes.

**ARTICLE V
REFERRAL CLAUSE AND CODE OF PERFORMANCE**

Section 1. The Employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Offices as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, national origin religious affiliations, Vietnam Era Veterans, Disabled Veterans, individuals with disabilities, or any other characteristic protected by law.

When an Employer calls the Referral Office for journeyman laborers and/or apprentices they shall be dispatched in a non-discriminatory manner as follows:

Registration and referral of applicants shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Referral Office shall maintain the following lists on which journeyman laborers and apprentices in the construction and maintenance industry may register for referral at any time during the hours which the Referral Office is open for registration of applicants.

The parties to this agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions of this agreement relating to referral procedure and Union security.

The Employer shall recognize the Union's Referral Office in the geographical area covered by this Agreement as follows:

Apprentices shall be referred under a separate out-of-work list.

(A) Group A - All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for one thousand (1,000) hours as a construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

(A-1) Group A-1 - All apprentices will be on the A-1 list and will be listed according to their apprenticeship year. Apprentice Applications will be taken at the Local Union Halls on the first Tuesday of each month from 10:00 a.m. to 12:00 p.m. for Locals 538 and 996 and 8:00 a.m. to 10:00 a.m. for Local 362.

The term of apprenticeship shall be approximately three (3) years and 600/3000 hours of on the job diversified training and work, excluding time spent in related instruction unless credit is granted by the Joint Apprenticeship Training Committee.

When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee for individual apprentices demonstrating exceptional skill and technical knowledge competencies in any module or major component of the work process.

- (a) First year 75% of the journeyworker rate and full fringe benefits
- (b) Second year 85% of the journeyworker rate and full fringe benefits
- (c) Third year 95% of the journeyworker rate and full fringe benefits

Employers will be notified of the correct percentage of the journeyworker rate for each apprentice by the Fund Administrator.

Ratio and Supervisor. One (1) journeyworker to one (1) apprentice on a two (2) worker job; One apprentice to two (2) journeyworkers on a three (3) worker job; two (2) apprentices to four (4) journeyworkers on a six (6) worker job; three (3) apprentices to nine (9) journeyworkers on a twelve (12) worker job; four (4) apprentices to twenty-five (25) journeyworkers; five (5) apprentices to thirty-five (35) journeyworkers; six (6) apprentices to fifty-five (55) journeyworkers and one (1) apprentice to twenty (20) journeyworkers thereafter.

Apprentices shall work under the supervision of competent and qualified journeyman laborer on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and in special off-jobcourses.

(d) The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Trust Fund, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representative such Trustees as may be, from time to time, appointed to serve as Employer Trustees herein.

(B) Group B - Local 362: All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for one thousand (1,000) hours as a journeyman construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

Group B - Locals 538 and 996: All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for five hundred (500) hours as a journeyman construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

(C) Group C - Local 362: All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for one thousand (1,000) hours as a journeyman construction laborer during the past one (1) year in the geographical area embraced by the Referral Office where the work is to be performed.

Group C - Locals 538 and 996: All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for two hundred fifty (250) hours as a journeyman construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

(D) Group D - All journeymen not qualifying for Groups A, B, or C. In order for a journeyman to move from the "D" list to the "C" list the journeyman must have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for one thousand hours (1,000) as a journeyman construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed. Applicants must provide documented proof of hours worked.

(E) Group E - All applicants not qualifying for Groups A, B, C or D and who have submitted an application for apprenticeship. Group E applicants must complete construction related training and will have no rights under the recall section of this Article. All applicants in Group E will sign a statement agreeing to these terms.

All referrals, based on hours worked, within the A, B, C, D classification, shall move a maximum of one group per calendar year effective January 1 of the preceding year. The referral must continue to have worked the minimum hours in their classification, A, B, C or D, or he will be moved to the appropriate list January 1 of the preceding year. Hours worked will include training hours and injury hours as actual hours worked. Referrals who are off due to illness for a minimum of two (2) weeks with a doctor's statement will remain on the current out-of-work list.

The foregoing lists shall be maintained on the basis of the written Agreement of the person seeking active employment and such other information available to the Referral Office. All Local Unions will require employees to fill out the same referral application.

Section 2. All journeymen registering for active employment shall set forth their name, address, telephone number and state any skills the applicant possesses and the jobs the applicant is able to perform including any relevant licenses or certifications. Blank applicant referral forms will be available at the Union's referral office. The Local Union will complete an out-of-work list consisting of the journeymen and apprentices who have registered their availability for referral.

Referrals may register, when laid off, by phone within their monthly registration period, provided the referral submits to the hiring hall written confirmation of his phone-in registration within forty-eight (48) hours.

Registration of such referrals shall be done by groups as set out above. Each applicant shall be registered in the highest group for which he qualifies and registrant in Group A shall be first referred, then Group B, then Group C then Group D and then Group E in that order. Group A- 1, Apprentices, shall be referred on a separate list. Referral Office shall give proper consideration to a signatory contractor's request for persons with specialized training skills.

The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive five (5) days' pay at straight time if employed.

Section 2a. For Local #538 and Local #996 (Livingston, Marshall and Stark Counties). Laborers will be called at the most recent phone number on file at the Referral Office between the hours of 5:30 a.m. and 8:30 a.m. and 2:00 p.m. and 5:30 p.m. If a contractor needs someone immediately and the Referral Office calls the list outside the times listed the above and the registrant refuses, the refusal will not count. All referrals shall be available by telephone between the hours of 5:30 a.m. and 8:30 a.m. and 2:00 p.m. and 5:30 p.m., Monday through Friday.

Section 2b. If a registrant, referred for employment in regular order, refuses or is unavailable for three (3) consecutive referral, his name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists, if such applicant is not available when referrals are made.

Section 3. Recall: Groups A, B, C, & D. Employers may request former employees for referral to a job or project, in writing if requested by the Business Manager, and the Union Referral Office shall refer said former employees to the job or project provided they are properly registered applicants on the A, B, C or D list in the Referral Office, are available for work at the time of the request; for Local Union #362, available for work at the hiring hall, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within twenty-four (24) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such former employees.

To qualify under Sections 2a, 2b and 3 of the Agreement, former employees must have been referred by the Local Union where the work is being performed.

Section 4. The Employer retains the right to reject any job applicant referred for just cause. The Employer shall have the right to hire and discharge for just cause. The Union may within three (3) days after a referral has been rejected or discharged request the reasons for the rejection in writing. Hiring of employees shall be on a non-discriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 5. The Employer, in requesting referrals shall specify to the Union (a) the number of employees required, (b) the location of the project, (c) the nature and type of construction, demolition, etc. involved, (d) the work to be performed, and (e) length of project, (f) special skills and/or training, and (g) such other information as is deemed essential by the Employer in order to enable the Union Referral office to make proper referral of qualified applicants.

Section 6. When the Local Union's referral office determines that the referral who is first on the out-of-work list cannot be referred because of refusal, unavailability, or lack of required skills the Local Union's referral office shall then refer the next referral who is willing, available and has the required skills.

Section 7. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees the Union may contact other Laborers Locals to fulfill the Employers' request. Then if the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within twenty-four (24) hours after such request for referral is made by such employer (Saturdays, Sundays, and holidays excepted), the Employer may employ applicants directly. In such event the Employer shall notify the Union office of the names of the persons employed and the dates of the hirings; such notice shall be given within forty-eight (48) hours of the hiring.

Section 8. It is understood and agreed that any employee, except for key personnel, employed by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location on any project within the jurisdiction of the referring local union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in the displacement of another employee.

Section 9. There shall be no restriction on the movement of employees between jobs of the Employer within the jurisdiction of a local union, except as provided for in this Agreement.

Section 10. When a job falls within the jurisdiction of two or more local unions of the same craft union, the unions involved shall promptly determine a formula for jointly manning the job.

Section 11. The parties further recognize the provisions of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the National Labor Relations Act, Executive Order 11246 and any Affirmative Action programs of the parties.

Section 12. The Union shall not knowingly refer employees currently employed by a signatory Employer to other employment.

Section 13. Indemnification: The Union shall and hereby does agree to defend, indemnify and hold harmless the Employer from any and all liability on account of the alleged unlawful or discriminatory operation of the referral office and/or the alleged unlawful or discriminatory administration of the referral process as contained in this Article. The Union further shall defend, indemnify and hold harmless the Employer from any and all claims and demands, suits, actions, administrative proceedings, recoveries, judgements, costs and expenses or other liabilities in any manner arising out of or in connection with any alleged unlawful or discriminatory referral office operation or administration as specified herein. This indemnification provision shall also apply to the operation and administration of Section 12 (the "Key Person" provision) above.

CODE OF PERFORMANCE

To implement the LIUNA Code of performance adopted by LIUNA, the Employer agrees to designate discharges "for cause", when appropriate and to substantiate such cause if necessary in proceedings under the Code of Performance.

1. This clause is intended only to assist the Union in implementing its Code of performance, and a worker's only rights there under are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this

agreement, including not creating any new or additional right to reinstatement with or back pay from the Employer.

- (a) Should any Laborer referred for employment be terminated for cause as defined under the Laborers' Code of Performance, his or her referral privileges shall be suspended automatically for one month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge). A termination "for cause" under the Code is defined to include a termination for excessive absenteeism, excessive tardiness, insubordination, theft or lack of required skills. Lack of skills does not apply to apprentices.

A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of a designated panel or an arbitrator shall be final and binding.

(c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council or where the Local Union is not affiliated with a District Council, appointed by the Business Manager of the Local Union, may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.

- (d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it.
- (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue/s. The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

2. All the above mentioned LIUNA Local Unions of the Great Plains Laborers' District Council agrees to indemnify and save the Employer and the Central Illinois Builders AGC harmless against any and all claims, demands, actions, damages, orders and decrees for the payment of any monies, including penalties and back wages, that may arise out of or by reason of action taken by or the failure to act by any of the afore mentioned Local Unions of the Great Plains Laborers' District Council when obligated to do so in connection with the provisions governing operations of the Union's Referral Office and Code of Performance.

ARTICLE VI KEY MAN CLAUSE

Any employer working in the geographical area of one of the Local Unions signatory to this Agreement shall be entitled to one (1) Key Man, per project, under the following conditions:

(A) The intent of the parties is that there shall be one member of the local union employed when laborers work is to be performed.

(1-A) The Business Manager has the option to authorize a Key Man from other than a signatory Local Union.

(B) He must have worked for the Employer requesting the Key Man during the previous twelve (12) months.

(C) There shall only be one (1) Key Man on a project unless it is otherwise agreed to by the Local Business Manager.

(D) The Key Man shall have authority to work and supervise all labor work to be performed on the job. However, once the Labor Foreman Clause, Article XVII, becomes applicable, then the Key Man shall direct the work force (laborers) through the Labor Foreman on the project.

(E) The Key Man must be a member in good standing of one of the affiliated Local Unions signatory to this Agreement for a period of not less than one (1) year.

ARTICLE VII WORKERS' COMPENSATION INSURANCE, U.C. TAX AND O.A.S.I.

Section 1. The Contractor shall carry Workers' Compensation Insurance and shall pay Unemployment Compensation Tax and O.A.S.I. Tax on all Laborers in his employ. Copies of his Workers' Compensation Insurance policy, or verification thereof, shall be furnished to the Union on request.

Section 2. It is agreed that when an Employer requires the Laborer to perform work for him in an individual capacity when such work is not within the usual scope of his employment, thereby preventing recovery for injuries under the Workers' Compensation Act, no such request shall be made by the Employer to any Laborer unless proof is first shown to the Union that he is sufficiently covered by either Workers' Compensation liability or such other type of insurance that would protect said Laborer in case of injury. Failure to comply with the above requirement shall constitute a violation of this Agreement, and the Union shall be

entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected.

ARTICLE VIII BONDING REQUIREMENTS

Section 1. Unless waived by mutual agreement between the Employer and the Union, the Employer shall obtain and maintain during the term of this Agreement a surety bond in the amount of Fifty Thousand Dollars (\$50,000.00) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension, Annuity, Welfare Funds, Training Fund, Working Dues Check-Off, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Vacation Fund, Midwest Region Organizing Committee, Market Preservation, Laborers' Political League and Apprenticeship payments.

Section 2. If the Employer is unable to post a Surety Bond for any reason, he shall be required to post a like amount in City or State Municipal Bonds or in an escrow account maintained by the Benefit Funds' office. Once the Union becomes aware of a delinquent employer, the Union will notify the General Contractor.

If the Employer cannot obtain a Surety Bond or is unable to post an escrow account in any manner, the Employer must pay contributions to the Funds weekly by certified check. If after agreeing to pay weekly, the Employer is delinquent one (1) day after said payment is due, the Union will remove the men under its jurisdiction from the job until payment is made. The men removed from the job shall be entitled to receive the amount of compensation lost by them not to exceed three (3) days pay at the straight time rate.

Section 3. In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Annuity Fund, Welfare Fund, Training Fund, Working Dues Check-Off, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Vacation Fund, Midwest Region Organizing Committee, Market Preservation Laborers' Political League and Apprenticeship when due, the Union aggrieved employees or the Trustees of the Pension Fund, Annuity Fund, Welfare Fund, Training Fund, Working Dues Check-Off, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Vacation Fund, Midwest Region Organizing Committee, Market Preservation, Laborers' Political League and Apprenticeship after written notice to the Employer and Bonding Company, file claim to obtain payment, costs and reasonable attorneys' fees therefrom of the applicable surety bond. Once the Union becomes aware of a subcontractor delinquency, the Union will immediately advise the general contractor.

Section 4. Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer.

The Union shall give the Owner or Owner's Representative forty-eight (48) hours notice prior to any picketing over compliance with this Article. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

ARTICLE IX LIABILITY CLAUSE

It is understood and agreed that the Negotiating Agent (Associations) shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint.

It is understood and agreed that the District Council is acting only as Agent to negotiate and execute this Agreement and in no event shall the District Council be bound as a principal or be held liable in any manner for any breach of this contract by any Local Union. It is further agreed and understood that the liabilities of the Local Unions who are bound by this contract shall be several and not joint.

ARTICLE X PENSION, ANNUITY, WELFARE, TRAINING, INDUSTRY ADVANCEMENT FOUNDATION, CHECK-OFF, LABORERS'- EMPLOYERS COOPERATION AND EDUCATION TRUST, MIDWEST FOUNDATION FOR FAIR CONTRACTING, VACATION FUND, MIDWEST REGION ORGANIZING COMMITTEE, MARKET PRESERVATION, LABORERS' POLITICAL LEAGUE AND APPRENTICESHIP

Section 1. Pension & Annuity Funds. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Central Laborers' Pension Fund, and Central Laborers' Annuity Fund including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreements. The Employer shall pay to the Central Laborers' Pension and Annuity Funds the sum per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction as outlined in the Addendum.

Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.

The payments to the Pension and Annuity Fund required above shall be made payable to the Central Laborers' Pension Fund which was established under an Agreement and Declaration of Trust, dated January 1, 1965. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as heretofore and hereafter amended, as though he had actually signed the same.

The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust as heretofore and hereafter amended.

All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

If an Employer fails to make contributions to the Pension Fund and Annuity Fund within fifteen (15) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collection of the payments due together with attorney's fees and such penalties as may be assessed by the Trustees.

The Pension Fund and Annuity Fund adopted by the Trustees of said Pension Fund and Annuity Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund and Annuity Fund as a deduction for income tax purposes.

Section 2. Welfare Fund. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the North Central Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way Unit 3, Peoria, Illinois 61612-9090, the listed cents per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement for work performed in the individual Local Union's Jurisdiction. See Addendum.

Section 3. Training Program. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program Fund, 4208 W. Partridge Way Unit 3, Peoria, Illinois 61612-9090, the listed cents per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. See Addendum.

Section 4. Industry Advancement Foundation. It is mutually agreed that the Employers signatory to this Agreement hereby agree to contribute the amount shown in the Addendum for each hour or portion thereof worked by an employee under this Agreement. Contributions shall be sent to the offices of the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way Unit 3, Peoria, Illinois 61612-9090, and said monies shall be disbursed into the Industry Advancement Fund Account of Central Illinois Builders of A.G.C.

Any Employer signatory to this Agreement who fails to make the IAF contribution shall be subject to a penalty of ten percent (10%) of the previous month's non-payment. Additional penalties of ten percent (10%) shall be due every thirty (30) days thereafter, until payment is made. A non-contributing contractor will also be subject to all reasonable legal collection fees relating to the

non-payment of IAF contributions.

Section 5. Payments to the office of the aforesaid plans and funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

Section 6. Working Dues Check-Off. The Employer agrees that any Local Union having a work assessment check-off, a building fund check-off, Laborers'-Employers Cooperation and Education Trust check-off, or any other check-off as outlined in the Addendum, it will be recognized and become part of this Agreement. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall upon receipt of a proper assignment executed by an Employee deduct the authorized membership working dues from the wages of each Employee and forward such monies promptly for Local Unions 362 and 996 directly to said Local Unions. For Local Union 538 send directly to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way Unit 3, Peoria, Illinois 61612- 9090. Said monies should be in the Local Union or District Council Office the 15th day of the following month, covering the hours worked the previous month.

Section 7. Market Preservation Check-Off. Commencing with the effective date of this Agreement, the Employer shall deduct from the wages of each employee an amount equal to the Market Preservation Check-Off, and send to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way Unit 3, Peoria, Illinois 61612-9090, for Local Union 538 only, as set forth in the Addendum.

For Local 362, McLean County, the Employer shall deduct from the wages of each employee an amount equal to the Market Preservation Check-off and send to P.O. Box 3248, Bloomington, IL 61702, as set forth in the Addendum; together with a list of names and total hours worked of each employee from whom deductions were made.

For Local 996, the Employer shall deduct from the wages of each employee an amount equal to the Market Preservation Check-off and send to P.O. Box 410, Roanoke, IL 61561, as set forth in the Addendum; together with a list of names and total hours worked of each employee from whom deductions were made.

The payment and the payroll report shall be mailed to reach the office of the Council and/or Local Union not later than fifteen (15) calendar days following the end of each calendar month.

The Employer shall be furnished a written authorization from each Employee which shall not be irrevocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner.

Section 8. Laborers' Political League. The Employer shall deduct from the net wages of his employees covered by this Agreement, who have voluntarily authorized such contributions on the forms provided for that purpose by the Union the sum per hour for each hour worked or paid to the employee as stipulated in attached Addendum and to transmit those funds on the monthly contribution report form.

Section 9. Said failure to make the required dues and check-off payments at the time specified shall be deemed a gross breach of this Agreement by the Employer, and the Union shall be free to take

any economic action, including refusal of employees to work and picketing, to obtain Employer

compliance with this Agreement notwithstanding any other provisions of this Agreement.

Section 10. If an Employer fails to pay wages or into the above said funds, the arbitration procedure herein provided for shall become inoperative and the Union, after forty-eight (48) hours notice to the owner or owner's representative, shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

Section 11. Laborers' Employers Cooperation and Education Trust. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers-Employers Cooperation and Education Trust, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

The Employer shall contribute to the Trust the sum listed in the Addendum for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

Section 12. Midwest Foundation for Fair Contracting. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Midwest Foundation for Fair Contracting, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

The Employer shall contribute to the Trust the sum listed in the Addendum for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

Section 13. Laborers' of Illinois Vacation Fund. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers' of Illinois Vacation Fund, and all amendments thereto, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

The Employer shall deduct from the net wages of his employees covered by this Agreement, the sum per hour for each hour worked or paid to the employee as stipulated in attached Addendum and remit the same to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W Partridge Way, Unit 3, Peoria, IL 61612- 9090 in the manner as from time to time prescribed by the Trustees of said Fund.

Upon thirty (30) days written notice to the Employer the amount to be deducted from the wages of each employee and remitted to the Fund may be amended, altered or discontinued, and the Employer shall thereafter deduct such amount as directed in the written notice and

remit the same to the Fund as prescribed by the Trustees of said Fund.

ARTICLE XI CHIMNEY, TUNNEL AND RAILROAD AGREEMENTS

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Stack Agreement" covering the erection, alteration repair and demolition of reinforced concrete and masonry chimneys.

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Railroad Construction Agreement" when the work awarded pertains to construction of railroad work.

All work coming under the Tunnel Agreement of the International Union will be done in accordance with the National Tunnel Agreement.

In the above instances, it shall be the duty of the contractor to notify the regional offices of the Laborers' International Union of North America, under whose jurisdiction the work is to be performed, when they are low bidder on a "Chimney Job" or a "Railroad Construction" job for the purpose of holding a pre-job conference covering that particular job. The Contractor involved shall notify Laborers' International Union of North America, Midwest Regional Office, 1 N. Old State Capitol Plaza, Suite 525 Springfield, IL 62701, (Phone: 217-522-3381).

ARTICLE XII INVALIDITY AND SEVERABILITY

Should any part of or any provision herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation, or by any decree or order of a court or board of competent jurisdiction, such invalidation of such part or portion of Agreement shall not invalidate the remaining portion hereof; provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to renegotiate an article or provision which will meet the objections to this invalidity, and which will be in accord with the intent and purpose of the article or provision in question.

The remaining part or provisions shall remain in full force and effect.

In the event that Union and Management reach an impasse over renegotiating a section of this Agreement which has been viewed as illegal, the impasse is to be resolved in line with the formal grievance procedure adopted in Article XXVIII, Adjustment of Disputes.

ARTICLE XIII SUBCONTRACTING

Section 1. No employer shall subcontract or assign any of the work described herein which is to be performed at the job site to any Contractor, Subcontractor or other person or party who fails to sign this Agreement with the conditions of employment contained herein including, without limitations, those relating to Union security, rates of pay and working conditions, hiring and other matters covered hereunder for the duration of this Agreement.

**ARTICLE XIV
PRE-JOB CONFERENCE**

The Employer agrees to notify the Local Unions, of newly acquired work covered by this Agreement, providing the names and addresses of contractor/known subcontractors, (all subcontractors, names and addresses etc., will be provided to the Local Union once that information is known) the scope of work to be performed and probable starting date. The Local Union, may or may not schedule a pre-job conference at the earliest mutually available date. A pre-job conference can also be done by telephone. In emergency situations, such as fire, blow-ups and the like, this requirement shall be waived. The Employer shall notify the Business Manager before starting to work in advance of the start of the project.

**ARTICLE XV
UNION REPRESENTATIVE**

It is agreed that the Business Manager of the Local Union or his designated representative will have the unrestricted right to visit all jobs where his men are employed or may be employed subject to security regulations were in effect.

The Contractor shall have the right to assign his employees on the job to any particular work or classification of work and use his own judgement in this selection, providing the proper rate of pay is maintained.

A Local Union's designated representative will have proper credentials such as a letter signed by the Business Manager authorizing him to act on behalf of the Local Union, or a business card identifying the representative.

When possible the contractor will assist the union representative in securing access to the Job or Project, subject to the criteria established in Paragraph One of this Article.

**ARTICLE XVI
STEWARD CLAUSE**

Section 1. The Business Manager may appoint a steward on all projects or portions of projects and immediately notify the employers representative of his selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the union is performed by employees covered by this Agreement.

Section 2. The Steward is to perform all duties assigned to him by the Business Manager. The Steward is to work the same as any other employee on the job.

Section 3. It shall be the duty of the steward to report to the Union any accident to any of the men which may occur on the job where employed, and notify the family accordingly. Any employee injured on a job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work, but requires subsequent visits or necessary medical treatment during his scheduled work hours,

he will be paid for the time lost from his scheduled work in making such visits.

Section 4. The Steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 5. The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union.

Section 6. The Steward shall not be discharged because he is performing his duties as a steward, nor shall the steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

Section 7. The Steward shall work when there is any work to be performed by the Laborers. He shall be the last man on the job if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved, and a mutual understanding arrived at. The Steward shall be allowed whatever time is necessary to police the job when necessary.

Section 8. When an Employer sees fit to discharge an employee or employees or have a reduction in the work force, he is to notify the steward before taking such action.

Section 9. When a job is temporarily shut down due to weather, material shortages or similar cause, and employees are laid off, the Steward shall be the first employee recalled to work when the work resumes, if qualified.

ARTICLE XVII FOREMAN CLAUSE

Section 1. When there are five (5) Laborers employed on a project or job, one journeyman shall be a working Foreman. When there are ten (10) Laborers employed on a project or job, there shall be two (2) Laborers as Working Foremen. The Contractor may advance a Working Foreman to supervision if he so desires.

Section 2. If a job or a project employs twenty (20) or more Laborers, the following labor foreman clause will apply:

- (a) When there are five (5) Laborers employed on a project or job, one journeyman shall be a Working Foreman. When there are ten (10) Laborers or more employed on a project or job, one foreman shall confine his duties to supervision only. The Contractor may advance a Working Foreman to supervision if he so desires.

Section 3. At no time shall a Labor Foreman have more than nine (9) men under his supervision.

Section 4. Employers shall appoint such foremen if any shall be needed. All foremen shall be members of the Local Union where the work is to be performed. Said foreman shall be a member of such Local Union for a period of not less than one (1) year and shall be paid at one dollar and twenty-five cents (\$1.25) per hour more than the rate of pay of the highest paid Laborer under his supervision.

Section 5. General Labor Foreman shall receive two dollars (\$2.00) per hour more than the highest paid man under his supervision.

ARTICLE XVIII WATCHMEN CLAUSE

Watchmen shall receive straight time pay for all Saturdays, Sundays, and Holidays. Overtime at the rate of time and one-half shall be paid in excess of a forty (40) hour work week. If the watchmen are doing any work that comes under the classification other than watchmen in this Agreement, they shall be governed by the working rules and rates of this Agreement.

ARTICLE XIX HOURS OF WORK AND HOLIDAYS

Section 1. The regular work week will start on Monday and conclude on Friday, eight (8) consecutive hours exclusive of one-half (1/2) hour lunch period between the 4th and 5th hour after starting time, between 7:00 a.m. and 4:30 p.m. shall constitute a normal work day. Starting time for the work day may be changed within these hours by the employer to take advantage of daylight hours, weather conditions, shift or traffic conditions by mutual consent between the Employer and the Business Manager. Notice of such change will be given 48 hours in advance.

All the employees of an employer on the job site shall have the same starting time except when other arrangements are mutually agreed to by the Employer and the Business Manager. Any hours and/or days worked other than spelled out in this Article may be agreed to by mutual consent by the Employer and the Business Manager of the affected Local Union.

Section 2. All work performed by any employee in excess of eight (8) hours in any one day, Monday through Friday and all work performed on Saturday shall be paid for at the rate of time and one-half (1- 1/2) times the hourly rate. Sundays and holidays shall be paid at the double time rate.

Section 3. Any overtime under thirty (30) minutes consists of thirty (30) minutes, over thirty (30) minutes shall be counted as an hour.

Section 4. Employees must be allowed to eat lunch by the fifth (5th) hour, if employees do not eat lunch by the fifth (5th) hour they shall receive an additional thirty (30) minutes pay at the applicable overtime rate of pay. Employees who do not eat lunch will receive an additional thirty (30) minutes pay at the applicable overtime rate of pay.

Section 5. Subject to a mutual agreement between the Employer and the Business Manager of the affected Local Union the Employer shall have the option to utilize four (4) ten (10) hour days, Monday through Thursday. Ten (10) consecutive hours exclusive of a one-half (1/2) hour lunch period during the fourth (4th) and sixth (6th) hours after the designated starting time shall constitute a regular work day. All time worked beyond ten (10) hours on a regular work day or beyond (40) hours in a regular work week shall be paid at the rate of one and one-half (1-1/2) times the hourly rate. All time worked on Sunday the seventh (7th) day under this provision shall be paid at the rate of double (2) times the hourly rate. In the event, one or more days are lost due to inclement weather during a regular work week then, Friday may be utilized as a make-up day

at the straight time rate of pay.

Section 6. Legal Holidays shall be: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. No work shall be done on Labor Day, except as a condition of extreme emergency, and then only after consent is given by the Business Manager. Should any of the aforementioned holidays fall on Sunday, the following Monday will be considered a holiday.

Section 7. All holidays will be observed according to the National Law governing same.

With the provision and stipulation that it is the desire of the parties to have all crafts celebrate the same holidays on the same days. If this isn't possible, then Sections 5 and 6 shall continue to apply.

ARTICLE XX SHOW-UP TIME & STARTING TIME

Section 1. When an Employer orders a certain number of men and these men appear on the job or shift at the time as requested, then they must be put to work or paid two (2) hours show-up time.

Section 2. When an employee employed on a job finishes his day's work and returns to work on the following day, he shall be allowed two (2) hours show-up time, unless he has been notified the day before that there would be no work.

Section 3. It is agreed, however, that the party of the first part will not be required to pay the show-up time as enumerated in Sections 1 and 2 on account of bad weather or for conditions beyond the control of the Contractor, if he maintains a job office with telephone, which is open one and one-half (1-1/2) hour before starting time. If the office has no telephone, then the contractor must make arrangements to have a telephone that the employees can call one and one-half (1-1/2) hour before starting time to find out if there is to be any work, or if he should report for work. The Contractor will accept collect calls when employees are inquiring if they should report for work.

Section 4. When an employee commences work as set forth in Sections 1 or 2, he must be given four hours employment. All hours worked in excess of four (4) hours and less than six (6) hours shall be paid for six (6) hours. All hours worked in excess of six (6) hours and up to eight (8) hours shall be paid for eight (8) hours. The first day on the job shall be paid for eight (8) hours unless previously agreed to by the Union. The only exception to this Section shall be on account of inclement weather.

Section 5. It is agreed that when a man is called or a regular employee reports for work at the regular starting time and the company is unable to put him to work and the company desires that he remain on the site to be available, then the employee shall be paid according to Article XX, Sections 1 and 2. In no case shall an employee receive less than two (2) hours pay.

Section 6. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.

Section 7. On any election day workmen shall be given sufficient time off for the purpose of voting at their respective polling places.

ARTICLE XXI SHIFT WORK

When so elected by the Contractor, shifts of at least three (3) consecutive regular work days duration may be worked. When two (2) or three (3) shifts are worked: The day shift shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The evening shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the evening shift shall receive eight (8) hours pay at the regular hourly rate plus twenty-five (\$.25) cents for seven and one-half (7 1/2) hours work.

The night shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the night shift shall receive eight (8) hours pay at the regular hourly rate plus fifty (\$.50) cents for seven (7) hours work.

A lunch period of thirty (30) minutes shall be allowed on each shift. Shift clause shall apply on regular work week only, 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Saturday, Sunday or holidays and all hours worked other than the regular shift hours shall be paid at the rate in the individual agreements.

On continuous pouring operations, the men will be given a twenty (20) minute lunch period on each shift, without loss of pay or time. The twenty minute lunch will be staggered through each shift for the employees on that specific shift.

In the event that men are changed from one shift to another, there shall be eight hours lapse between shifts, otherwise the overtime wage rate shall be applicable.

When work is started on a shift, the men on such shift shall be paid for that shift, whether or not discontinued.

There shall be no requirement for a day shift when either the second or third shift is worked.

If any of the trades that Laborers tend work a multi shift operation wherein shift starting times are different than those established in this Agreement, the Laborers agree to change their starting time as long as they are not required to work more than the designated Shift Clause hours.

If any of the trades that Laborers tend receive more than the twenty-five (\$.25) cent and fifty (\$.50) cent shift premium provided for in this Agreement, then the Employee's covered by this Agreement shall be paid the higher premium.

There shall be no pyramiding of rates and double the straight time rate shall be the maximum compensation for any hour worked.

If other hours and conditions are to be observed with respect to shift work, they shall be by mutual consent of the contractor involved and the Union Business Manager.

SPECIAL SHIFT – By mutual agreement between the Employer and Business Manager, if the Employer is required to perform work which cannot be performed during regular working hours, an employee may work a special shift, limited to seven (7) hours work, including lunch, and receive eight (8) hours pay at the regular hourly rate plus fifty (\$.50) cents for the seven (7) hours work. Thirty (30) minutes shall be allowed for lunch after the completion of four (4) hours work. No employee may work on a special shift if he has performed bargaining unitwork that day during the regular working hours.

The Employer's request for this special shift must include the starting date, the approximate number of men involved and the estimated conclusion date.

ARTICLE XXII PAY DAY AND HOLD BACK

The regular pay day shall be once a week on Friday, or on a day mutually agreed to by the Employer and the Union, except when pay day is a holiday, then the last work day before the holiday shall be pay day.

Wages shall be payable before quitting time and are to be paid in cash or other legal tender. At the discretion of the employer, and at the employee's option, employees may be paid by direct deposit of wages to the bank or financial institution of employee's choice. The weekly payroll shall end no earlier than the third day prior to pay day. Accompanying each payment of wages shall be a separate statement identifying the employer (name, address and phone number), showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings. The statement shall also include, the date, employee's name, and the regular and overtime hours worked.

If no work on pay day, the pay checks shall be available at the job site not later than one hour from starting time at the customary place, unless other arrangements are made between the Union and the Employer.

When an employee is laid off or discharged they must be paid wages due them at time of the layoff or discharge, his pay continues until he is paid in full, in cash or other legal tender. If the employer cannot provide a field check the layoff or discharged check may be hand delivered or overnighted next day mail to the Local Union Hall Monday through Friday or to the employee's home address if overnighted Saturday or Sunday. When an employee quits of his own accord, he shall wait for the regular pay day for his wages.

If an employee is made to wait beyond that time for his money, he shall be paid the regular rate of wages for all the time he waits.

ARTICLE XXIII JURISDICTION OF WORK

Section 1. It is agreed that the Laborers claim as their jurisdiction of work: Tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of

plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal.

The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing.

All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft.

Mortar mixers

Kettlemen and carrier of hot stuff

Tool crib men

Watchmen (Laborer)

Firemen or salamander tenders

Flagmen

Deck hands

Installation and maintenance of temporary gas-fired heating units

Gravel box men, Dumpmen and Spotters Fencing Laborers

Cleaning lumber

Pit men

Material Checkers

Dispatchers

Unloading Explosives

Asphalt Plant Laborers

Writer of Scale Tickets

Fireproofing Laborers

Janitors

Asbestos Abatement and Removal Laborers

Handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing

Laborers with dewatering systems

Gunnite nozzle men

Laborers tending masons with hot material or where foreign materials are used

Laborers handling masterplate or similar materials
Laser Beam Operator
Concrete Burning Machine Operator
Material Selector men working with firebrick or combustible material
Dynamite Men
Track Laborers
Cement Handlers
Chloride Handlers
The Unloading and Laborers with steel workers and re-bars
Concrete workers (wet)
Luteman
Asphalt raker
Curb asphalt machine operator
Ready mix scalemen, permanent, portable or temporary plant
Coring machine operator
Plaster tenders
Underpinning and shoring of buildings
Fire watch
Signaling of all power equipment, to include trucks excavating equipment, etc.
Tree topper or trimmer
Tunnel Helpers in Free Air
Batch Dumpers
Kettle and Tar Men
Tank Cleaners
Plastic Installers
Scaffold Workers
Motorized Buggies or Motorized Unit used for wet concrete or handling of building materials
Sewer Workers
Rod and Chain Men
Vibrator Operators
Mortar Mixer Operator
Cement Silica, Clay, Fly Ash, Lime and Plasters, Handlers (bulk or bag)
Cofferdam Workers
On Concrete Paving, Placing, Cutting and Tying of Reinforcing Deck
Hand, Dredge Hand and Shore Laborers
Bankmen on Floating Plant
Asphalt Workers with Machine & Layers
Grade Checker
Power Tools
Caisson Workers
Lead Man on Sewer Work
Welders, Cutters, Burners and Torch Men
Chain Saw Operators
Paving Breaker, Jackhammer and Drill Operator
Layout Man and/or Tile Layer
Steel Form Setters – Street and Highway
Air Tamping Hammerman
Signal Man on Crane
Concrete Saw Operator
Screen Man on Asphalt Pavers

Front End Man on Chip Spreader
Multiple Concrete Duct -- Lead Man
Concrete Specialist (in the event the Finishers are unable to provide adequate manpower)
Pump men shall receive forty (\$.40) cents per hour above the minimum Plaster Tender rate.

During total wrecking and gutting of building(s) including remodeling work, employee(s) will be engaged in the demolition of walls and other structural members.

Removal of any and all debris, after the building has been razed shall be paid at the regular rate.

When loading and unloading of service trucks is required, truck driver helpers, (minimum of one (1) Laborer) would be assigned to service trucks for the purpose to load and unload materials for crafts Laborers tend.

Landscaping on all jobs. The loading, unloading, distribution, planting and placing of trees, shrubs, sod and seeding on work covered by this Agreement is the work of the Laborers.

Grade and surveyor helpers.

It is recognized that the Union claims jurisdiction of initial cleaning of windows, doors, walls, floors, scrubbing and waxing of floors and covering and protection on new building construction shall be done by Laborers at the minimum rate that prevails in this Agreement.

The unloading, loading, handling of cement, lime and plaster.

Derrick men and the unloading and handling of stone and tile.

The handling, storing, conveying and use of plastic materials basic or molten shall be the work of the Laborers.

The handling, moving, signaling, hooking on and unhooking, flagging of all power machines which Laborers are using to perform their jurisdiction of work.

Section 2. On any job or project where Contractor is responsible for construction staking, Laborers will drive stakes.

Section 3. The curing and covering of concrete by any mode or method shall be done by Laborers excluding self-propelled machines (Laborers to fill machines, mix curing compounds and deliver curing compounds to machines).

The swamping on heavy equipment shall be the work of the Laborers.

Writing of scale tickets at gravel pits, asphalt plants and all temporary plants shall be the work of the Laborers.

Driving stakes and setting of all string lines for all electronic devices for maintaining elevations on subgrade, subbase, concrete and asphalt pavements, which included C.M.I. Rex and Barber-Green pavers, formless curb machines, and the like, shall be the work of the Laborers, also checking the grades on said machines.

It is agreed that the unloading, handling and carrying of all steel in concrete paving is the work of the Laborer. It is also agreed that the placing tying of all steel, including center strips, reinforcing (rods), wire fabrics, and expansion joints in concrete paving is the work of the Laborer.

Laborers shall handle all material, including the building and moving of all scaffolds on commercial work, including such work for lathers and acoustical men.

The cleaning of doors, walls and windows and covering and protecting shall be done by Laborers.

It is also understood and agreed that it is the jurisdictional work of the Laborer to load and unload, distribute, fill, clean and maintain all water containers on the job site.

The Employer and the Union agree that the above mentioned jurisdiction of work are not intended to conflict with established practices, International Agreements or jurisdictional awards approved by the Building and Construction Trades Department.

Section 4. For the purpose of interpretation, employees covered by this Agreement shall be assigned all work as defined in:

- (a) The Constitution of the Laborers' International Union of North America;
- (b) Decisions of record approved by the Building and Construction Trades Department, AFL-CIO;
- (c) Trade Agreements involving the Laborers' International Union of North America and
- (d) In the event (a), (b) or (c) conflict with area practice then agreements on area practice in the geographical area covered by this Agreement or as established at the pre-job conference shall prevail.

The Employer will have three (3) days to make a job assignment and if the assignment violates area practice the Union may file a grievance.

ARTICLE XXIV JOB CLASSIFICATIONS AND PREMIUMS

A. There is herein a single regular rate of pay covering all classifications of work except as provided in this Article.

B. Dynamite Men - Minimum four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate, and if he is required to work more than four (4) hours, he shall receive eight (8) hours at one dollar (\$1.00) per hour above the prevailing rate; if he shall have only four (4) hours to shoot dynamite; he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at the regular rate.

C. Asbestos Abatement Laborers - Laborers working on asbestos abatement work shall receive a minimum of four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate, and if he is required to work more than four (4) hours, he shall receive eight (8) hours at one dollar (\$1.00) per hour above the prevailing rate; and if he shall have only four (4) hours in this type of work, he shall

be guaranteed an eight (8) hour day, but four (4) hours shall be at the regular rate.

D. On scaffolding or false work, whether attached or freestanding, staging, moveable deck and slip forms, buildings, towers, tanks or elevators and all height or new and old construction or wrecking, the hourly rate of pay shall be the regular rate of pay for the first twenty (20) feet and for each additional twenty (20) feet or any fraction thereof, rate shall increase fifteen cents (\$.15) per hour until the height of one hundred (100) feet has been reached. After the height of one hundred (100) feet has been reached, the rate shall increase twenty-five cents (\$.25) for each twenty (20) feet or any fraction thereof.

E. When employee works under one of the higher classifications in Article XXIV, Job Classifications and Premiums, for the first four hours, he shall be paid at the applicable rate until lunch hour. If employee works under one of the higher classifications in Article XXIV, Job Classifications and Premiums, after the first four hours he shall be paid at the applicable rate until quitting time.

All height referred herein are subject to free fall.

F. Hazardous Waste Worker - Laborers licensed in the handling and removal of hazardous waste shall receive a minimum of four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate, and if he is required to work more than four (4) hours, he shall receive eight (8) hours at one dollar (\$1.00) per hour above the prevailing rate; and if he shall have only four (4) hours in this type of work, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at the regular rate.

G. Lead Base Paint Worker - Laborers licensed in the handling and removal of lead base paint shall receive a minimum of four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate, and if he is required to work more than four (4) hours, he shall receive eight (8) hours at one dollar (\$1.00) per hour above the prevailing rate; and if he shall have only four (4) hours in this type of work, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at the regular rate.

ARTICLE XXV WAGES AND EMPLOYEE SECURITY

Section 1. Wages for the Local Unions signatory to this Agreement are as outlined in the Addendum.

Section 2. Employees shall have the right within the limits set by Section 8(b)(4) of the National Labor Relations Act as amended; and it shall not be a violation of this contract, nor cause for discharge or any other penalty, if an employee or employees (covered by this Agreement) refuse to go through a legal primary established Union picket line.

ARTICLE XXVI WORKING RULES

Section 1. Hod Carriers and Plasterer Tenders Clause - Whenever the plastering hose is not being used to apply plaster directly to the walls or ceiling, it shall be the work of the Laborers.

Section 2. Pump man and/or mixer man shall stay at the mixer or pump whenever plasterers are working.

Section 3. When two or more cement finishers are working, they shall have at least one (1) Laborer as a helper or as many more as the job may require, until all Laborers' work is completed. Laborers will not stay for the final troweling, unless Laborers work is contemplated.

Section 4. There will be a minimum of one (1) Laborer, or more if the job requires to tend sawman, carpenters, clean up, get new lumber, etc.

Section 5. There will be a minimum of one (1) Laborer, or more if the job requires, to tend sandblasting, tuck pointers, and masons washing down walls.

Section 6. If a paving breaker or jackhammer is used, two (2) men will be used to operate same, if hammer weight is fifty (50) pounds or more when used horizontally or eighty (80) pounds or more when used vertically. The second man will clean up when not operating hammer. The employees used for this work shall use safety glasses at all times, and if necessary, use respirators.

Section 7. It is agreed that when extra help is needed on the mixer and pump, it will be decided between the mixer man, steward and plastering superintendent.

Section 8. Employees shall have the right to refuse to work out of their own jurisdiction without cause for discharge.

Section 9. Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the workday.

Section 10. The Contractor shall furnish all tools (except the tools of the trade, pliers, tape measure, hammer, wrecking bar, crescent wrench and margin trowel), overshoes on concrete pours only, hip boots if job requires, rainpants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over. Tools will be replaced by the employer if stolen or broken.

Section 11. It is understood that the Employer shall furnish gloves to the mason tenders or any employee handling bricks, block or tile.

Section 12. Cement car men are to receive the same number of hours of employment per day as the other Laborers on the job.

Section 13. First aid kits shall be furnished and maintained on all jobs.

Section 14. If an employee wishes to take a vacation, he shall notify his Employer and the Local Union two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

Section 15. There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

Section 16. A warm clean shed shall be furnished for the employees to eat and change their

clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

Section 17. All work of the Employer shall be performed under safety conditions which must conform to State and Federal regulations. It shall also be a requirement of the employee to conform to safety regulations and measures as provided. If the employee refused to comply with safety regulations after a warning in writing, he may be discharged.

Section 18. When Laborers are required to work in a ditch or trench excavation such safety measures as sloping, shoring, or bracing as are appropriate and reasonable under the circumstances shall be taken.

Section 19. No Laborer shall leave the tool shed before his designated starting time and shall have all tools put away by his designated quitting time unless instructed to work overtime. In the event that the employer has a time clock, brassing or sign in sheets the procedure will be handled on Company time.

Section 20. The Employer shall also furnish drinking water fresh daily or more often as required, in clean, suitable container from a state approved water supply. The containers shall be cleaned with a proper cleaning agent whenever necessary. Clean ice shall also be furnished by the Employer for the drinking water. The drinking water shall be on the job in readily accessible places by thirty (30) minutes after starting time, and ice shall be available no later than thirty (30) minutes after starting time. Sanitary paper cups shall be placed with each water container.

Section 21. When an employee works at the skilled rate before his lunch period he shall be paid at the applicable rate until the lunch hour. If an employee works after his lunch period he shall be paid at the applicable rate until quitting time.

Section 22. Laborers who are required to work after 6:30 p.m. or over ten (10) hours in one (1) day, on job sites covered by this Agreement shall be provided with a meal, without cost to employee, and allowed to eat same without loss of time. If employees are not provided with a meal as per this Section, they shall receive thirty (30) minutes at the straight time rate of pay, in lieu of meal not provided.

Section 23. Any work not covered by this Agreement or classification which comes under the jurisdiction of the Laborers shall be negotiated between the two (2) interested parties.

Section 24. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.

Section 25. On any project or job where a central reporting place is designated, the employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one-half (1/2) mile or more from the point where the employees are to work. Vehicles shall be properly covered during the cold and inclement weather.

Section 26. There shall be no transferring of men from job to job during lunch period.

Section 27. When an employee reports for work on a premium time day, if he works less than four (4) hours, he shall receive four (4) hours at the applicable rate. If he works more than four (4) hours, he shall receive eight (8) hours pay at the applicable rate.

Section 28. Employees will be required to call the Employer and the Union if he is not able to report for work.

Section 29. In the event of a tool checking system, where Laborers check tools, a Laborer shall be employed as tool crib man at base rate.

Section 30. Employers shall not transfer, loan or subcontract laborer employees to other employers or companies unless the Local Union Business Manager is notified accordingly. The Union shall not knowingly refer employees currently employed by a signatory contractor to other employment.

Section 31. The Employer performing sewer work and watermain installation shall be entitled to the second (2nd) and fourth (4th) Laborer.

Section 32. Personal Cell Phone and Other Communication Devices: Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

ARTICLE XXVII INTOXICANTS AND DRUGS

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the employer's property, site of construction, or during working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or Non-Prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a Prescription and are not covered by a currently valid prescription endorsed by a qualified physician for use by named employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purposes of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. Provision for Employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Employers shall be responsible and liable for the administration of this policy. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act or other testing required by owner. Employees refusing to consent to such testing shall be

deemed to have voluntarily quit.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (SAMHSA) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Random Tests:

All employees covered by this random drug test policy will be included as part of the group from which the Medical Review Officer (MRO) will randomly select employees by using a computer generated selection of social security numbers for testing per the requirements of the Employer's policy.

On a periodic basis the MRO will select randomly a number for random testing during that month.

Names selected will be forwarded to each Employer who will notify their employees selected to be tested. The Employer will be given a date before which the individual must be tested. The persons to be tested shall not be informed before the actual test is to be performed.

Failure of the Employer to accomplish the above requirements in the time allotted will cause them to be out of compliance with the random testing requirements.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates (morphine & codeine), phencyclidine (PCP) and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by future Substance Abuse and Mental Health Services Administration (SAMHSA) direction.

Section 6. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

INITIAL TEST

Initial test analyte	Initial test cutoff ¹	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) ²	50 ng/mL ³	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL ³	Benzoylecgonine	100 ng/mL.

Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA [§] /MDA [§]	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

Alcohol test levels at or above .02 shall be considered a positive test for safety-sensitive equipment. All drug and alcohol testing shall follow the procedures outlined by SAMHSA and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 7. Employees taking prescription medication which, according to their physician have physical or mental side effects which could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 8. Any employee with test results of negative shall be compensated for all hours lost. If an employee has a confirmed positive test, (s)he (a) will not be eligible for re-hire for up to thirty (30) days, or as determined by established company policy, (b) enrollment in and completion of a Substance Abuse Professional's (SAP) recommendations for return to duty at employee's own expense, and (c) and agree to periodic follow-up drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Terminations under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to Article 27, Adjustment of Disputes, of this Agreement.

**ARTICLE XXVIII
ADJUSTMENTS OF DISPUTES**

Section 1. It is specifically agreed that there shall be no strikes, lockouts or cessation or slow down of work or picketing over any dispute over the application or interpretation of this Agreement, and that all grievances and disputes, excluding jurisdictional disputes, shall be handled as herein provided, except as stated otherwise.

Section 2. Any dispute of any type concerning the interpretation or application of this Agreement between an employer and the Union shall be adjusted by the particular employer and the Union in the first instance, if possible. No employee grievance may be considered unless submitted in writing to the Union and the Employer within ten (10) days of the alleged violation.

Section 3. Negotiating Committee. In the event the matter is not settled, it shall be referred to the Negotiating Committee consisting of a maximum of three (3) employer representatives, selected by the Association and a maximum of three (3) Union representatives, selected by the Union District Council involved, or equal number thereof. After notice has been received by either the Association or the District Council, a meeting of the Negotiating Committee will be set up within fifteen (15) days. The determinations of the Negotiating Committee shall be governed by majority vote.

Upon mutual agreement the parties may extend the 15-day limitation.

Section 4. Arbitration. Should the Negotiating Committee be unable to resolve the matter, then the Union or the Association may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators.

From the list so submitted the parties shall within ten (10) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. Expenses of arbitration, including the arbitrator's fee and expenses, will be borne equally by both parties.

Section 5. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement or any agreement made supplementary thereto. Wages, hours, fringe benefits are not arbitrable.

Section 6. Conclusiveness and Enforcement. The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employers, Association, and employees and all claiming thereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

Section 7. There shall be no strikes or lockouts during the life of this Agreement.

**ARTICLE XXIX
NO STRIKE - NO LOCKOUT**

Section 1. During the term of this Understanding there shall be no strikes, picketing, work stoppages, slow downs, sympathy strikes or other disruptive activity for any reason by the Union or by any employee and there shall be no lockout by the Employer.

Section 2. Nothing in this Understanding shall be construed to limit or restrict the right of the Union or the Employer to pursue fully any and all remedies available under law in the event of a violation of this Article.

Section 3. Employees shall have the right within the limits set by Section 8(b)(4) of the National Labor Relations Act, as amended; and it shall not be a violation of this Understanding or any cause for discharge or any other penalty if an employee or employees (covered by this Understanding) refuse to go through an established picket line.

**ARTICLE XXX
JURISDICTIONAL DISPUTES**

Section 1. Jurisdictional Dispute. As used in this Agreement, the term "jurisdictional dispute" shall mean any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees.

Section 2. Procedures for Resolving Jurisdictional Disputes. All jurisdictional disputes shall be resolved in accordance with the following procedures:

Step 1. Meeting Between Unions and Employer. No later than two (2) work days after the Employer is notified that a jurisdictional dispute exists, the Employer will meet with the Unions involved and attempt to resolve the dispute informally.

Step 2. Employer Makes Work Assignment; In the event that there is no agreed resolution of the dispute at Step 1, the Employer, within two days of the Step 1 meeting, shall assign the work as follows:

- A. If the work is covered in an applicable agreement of record between the Local and/or International Unions involved, the assignment will be in accordance with such agreement of record.
- B. In the event there is no applicable agreement of record, then the Employer shall assign the work in accordance with local area practice.
- C. In the event that no local area practice exists, the Employer shall assign the work in accordance with decisions of record.
- D. If none of the criteria listed in subparagraphs (A) through (C) are applicable, the

Employer may make the work assignment on the basis of economy and efficiency of operation, the well-being of the industry and the interests of the consumer.

Assignments of work shall be made only by the Employer or his designated representative.

Step 3. Arbitration. If the Union maintains that the Employer has made a work assignment that is not in accordance with the criteria established in Step 2, the Union may, within three (3) days of being notified of the work assignment, submit the dispute to arbitration. An arbitration hearing shall be held within seven days of the Union's request for arbitration. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from either list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) recognized arbitrators. From the list so submitted, the parties shall within ten (10) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The party filing the grievance shall reject the first name.

The arbitrator has the authority to render a final and binding decision in the case. In deciding the dispute, the Arbitrator shall apply and follow the criteria set forth in Step 2, subparagraphs (A) through (D). The arbitrator will issue a written decision within five (5) days from the date of the hearing explaining her/his findings regarding the applicability of the Step 2 work assignment criteria to the facts of the case.

The arbitrator's decision shall apply only to the one job in dispute.

Costs of arbitration, including the arbitrator's fees and expenses, will be borne equally by the parties.

Section 3. No Strike or Lockout. There shall be no strike or lockout during the attempt to resolve a jurisdictional dispute as set forth in this Article.

ARTICLE XXXI GENERAL CONDITIONS

Section 1. There shall be no restrictions on the Employers sole and exclusive right under this Agreement to determine the size of the work force on any particular job or project; nor shall there be any restriction on the Employers sole and exclusive right to man or not to man any equipment. There shall be no standby work demands.

Section 2. The parties reaffirm their policy of a fair days work for a fair days wage. Employees shall be at their reporting place as established by the employer at the starting time and shall remain at their place of work until the quitting time. Scheduled quitting time shall include a reasonable time to clean up.

Section 3. There shall not be any organized coffee breaks, rest periods or other non-working time established during working hours. Employees may take individual thermos of coffee, or non-alcoholic refreshments to their assigned place of work and consume same as time and work schedule allow.

Section 4. When employees leave the project of their own accord at other than the normal quitting time, it is the employee's responsibility to notify their supervisor and steward.

Section 5. When an employer, upon reasonable cause, considers it necessary to shut down a job to avoid the possible loss of human life, or because of an emergency situation that could endanger the life or safety of an employee, employees will be compensated only for the actual time worked. In such an event, if the employer requests the employee to stand by, employees will be compensated for the standby time at the applicable rate.

Section 6. Practices not a part of terms and conditions of applicable collective bargaining agreements shall not be recognized. This section does not pertain to jurisdiction of work.

Section 7. All employees on the job agree to submit to personal and/or vehicle inspection as may be required by the owner.

Section 8. Foremen and General Foremen shall take orders only from the designated employer representative.

ARTICLE XXXII MANAGEMENT RIGHTS

Section 1. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to, hiring, promotion, overtime assignments within the crew, layoff or discharge.

Section 2. There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Employees shall use such tools as required to perform any of the work of the trade. The operation of all equipment shall be assigned to the proper craft jurisdiction.

Section 3. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of employees. The Employer shall determine the most efficient method or techniques or construction, tools or other labor-saving devices to be used. However, safety of the employees on the jobsite shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked.

Section 4. The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records.

Section 5. The foregoing enumeration of management rights shall be deemed to be inclusive not exclusive. The Employer retains all management rights except as expressly limited herein or by locally negotiated agreements to the extent local agreements do not conflict with the terms and provisions of this Agreement.

**ARTICLE XXXIII
MARKET PRESERVATION**

The Business Manager, with the approval of the District Council Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

Once concessions are granted by the Business Manager with the approval of the District Council Business Manager the following procedure shall be strictly adhered to:

Step 1 - Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such request shall be directed to the appropriate Business Manager who shall as appropriate grant concessions and modifications necessary to assure continued work opportunities for employees.

Step 2 - Once a Business Manager(s) agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified. The Union(s) shall also immediately notify the Association(s) having the bargaining rights for the Employer(s) who originally requested the modification. Notification of the Association shall be confirmed in writing as soon as practical.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) and Association(s) no later than two (2) working days prior to bid opening. Such concessions shall initially be transmitted to the appropriate Association(s) by telephone. However, as noted above, they must be confirmed in writing as soon as practical.

Step 3 - Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project. However, it will be the responsibility of the individual Employers to request information regarding any possible adjustments from the Association Office in his area. To insure that all individual Employers have equal access to contract concession information, the Employer Association shall serve as a clearing house for information regarding contract concessions.

Any wage adjustments granted as a part of concessions for a specific project shall be established on a percentage of the base wage rate. Fringes, Contributions, shall continue to be paid as provided in the respective Collective Bargaining Agreements.

It is understood that there are instances when owners shall designate contractors, subcontractors, or other parties who fail to become signatory to this Agreement. In such cases **Article XIII - SUBCONTRACTING** shall not apply to such non-signatory contractor or subcontractor.

There shall be no work stoppages or picketing over the interpretation or application of **Article XIII - SUBCONTRACTING** to owner designated contractors or subcontractors until after five (5) days written notice to the owner or owner's representative.

LIGHT COMMERCIAL AGREEMENT

All work on projects up to \$750,000.00 in size and which is not subject to the prevailing wage rate will be performed at 80% of the base wage scale. All fringes will be the same as for other work. It is mutually agreed that the Local Union Business Manager may lower the percent of the base wage scale to be paid under this Article if necessary. The intent of this language is that all crafts participate at the same percentages of pay.

ARTICLE XXXIV ENTIRE AGREEMENT OF PARTIES

Section 1. This document along with the attached Addendum represents the entire Agreements of the Parties. The Employer understands that the Union is a fraternal society and as such and in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own use. However, such rules or regulations whether contained in a by-laws, constitution, or otherwise, shall have no effect, directly or indirectly, upon this collective bargaining Agreement, any employment relationship, or the relationship between the parties.

Section 2. Individual contractors signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed between the Union and the Associations, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Associations, unless sixty (60) days prior to the expiration of this or any subsequent agreement said non-member contractor notifies the Union in writing that it revokes such authorization. Further, said non-member contractor agrees that notice served by the Union upon said Associations and mediation service for reopening, termination, or commencement or negotiations shall constitute notice upon and covering the non-member contractors signatory hereto.

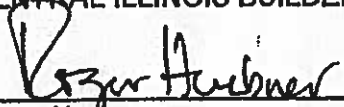
**ARTICLE XXXV
CORPORATE SIGNATURE AUTHORITY**

Beginning with the effective date of this Agreement, for purposes of signing any union documents, a signature must be secured from a duly authorized officer of the corporation, company, partnership or other recognized legal structure to be considered valid and binding. Under no circumstances shall a craft employee be allowed to sign on behalf of the employer.

IN WITNESS WHEREOF, the Parties have affixed their signatures which officially bind said parties under the provision of this Agreement.

CENTRAL ILLINOIS BUILDERS OF A.G.C. having authority to sign on behalf of those firms who have assigned their bargaining rights to the Association.


CENTRAL ILLINOIS BUILDERS OF A.G.C.



Roger Hugbner

4/30/2020
Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL



Anthony Penn, GPLDC Business Manager

4/30/2020
Date

ADDENDUM
BUILDING CONSTRUCTION WAGE AND FRINGE BENEFITS
CONTRIBUTIONS AND DEDUCTIONS
EFFECTIVE: MAY 1, 2022

LOCAL UNION NO.	362
County	McLean
BASIC LABORER RATE	32.72
PENSION FUND	13.99
ANNUITY FUND*	3.55
N. CENTRAL IL WELFARE FUND	8.50
TRAINING FUND	0.80
I.A.F.	0.21
L.E.C.E.T. **	0.23
F.F.C.	0.15
TOTAL PACKAGE	\$60.15
MARKET PRESERVATION***	1.39
VACATION FUND***	1.00
WORKING DUES CHECK-OFF****	5.5%
LABORERS' POLITICAL LEAGUE***	0.05

* Employers shall remit annuity contributions to the Central Laborers' Annuity Plan.

Rates of Annuity contributions on overtime hours are as follows:

Local 362 - \$5.33

CENTRAL LABORERS' ANNUITY FUND -

These contributions get sent to the Central Laborers' Annuity Fund Office

P.O. Box 1267, Jacksonville, IL 62651

** Employers that perform work on Windfarms and Pipeline shall pay L.E.C.E.T. contribution of \$0.33 per hour

*** Cents per hour worked deducted from the Basic Labor Rate.

**** Dues Check-Off calculated as a percentage of gross pay.

LABORERS' LOCAL UNION NO. 362
Ron Paul, Business Manager
P.O. Box 3248, Bloomington, IL 61702
Phone: (309) 828-4368

FUND OFFICE:

Central Laborers' Pension Fund
P.O. Box 1267
Jacksonville, IL 62651
Phone: 1-800-252-6571

Local 362
Laborers' Local 362
P.O. Box 3248
Bloomington, IL 61702
Phone: (309) 828-4368

North Central Illinois Laborers'
Health & Welfare Fund
4208 W. Partridge Way, Unit 3
Peoria, IL 61615
(309) 692-0860

TYPE OF CONTRIBUTIONS SENT:

Central Laborers' Pension Fund
Central Laborers' Annuity Fund

Local 362 Dues Check-Off
Local 362 Market Preservation
Local 362 Laborers' Political League

North Central Illinois Laborers' Health & Welfare Fund
for Local 362

Illinois Laborers & Contractors Joint Apprenticeship &
Training Program for the following Local Unions:
#362

Industry Advancement Fund for the following
Local Unions: #362

Laborers'- Employers' Cooperation
& Education Trust for the following Local Unions: #362

Great Plains Laborers' Vacation
Fund for the following Local Unions: #362

Midwest Region Foundation for Fair Contracting for the
following Local Unions: #362

WAGE INCREASES:

Effective May 1, 2023 Wages and/or Fringe Benefits increase \$1.65 per hour

IN WITNESS WHEREOF, the Parties have affixed their signatures which officially bind said parties under the provision of this Agreement.

CENTRAL ILLINOIS BUILDERS OF A.G.C. having authority to sign on behalf of those firms who have assigned their bargaining rights to the Association.

Roger Huebner 4/12/22
Roger Huebner, Executive Vice President Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL

AK 4/17/2022
Anthony Penn, Business Manager Date

Company Name

Contractor's Address

City State Zip

Telephone Number Fax Number

Contractor's Signature

ADDENDUM
BUILDING CONSTRUCTION WAGE AND FRINGE BENEFITS
CONTRIBUTIONS AND DEDUCTIONS

EFFECTIVE: MAY 1, 2022

LOCAL UNION NO.	538
Counties	Knox, Warren, Henderson, Henry w. ¼ Stark
BASIC LABORER RATE	32.45
PENSION FUND	13.95
ANNUITY FUND*	2.85
N. CENTRAL IL WELFARE FUND	8.50
NORTHERN IL WELFARE FUND	0.85
TRAINING FUND	0.80
I.A.F.	0.21
L.E.C.E.T. **	0.23
F.F.C.	0.15
TOTAL PACKAGE	\$59.99
MARKET PRESERVATION***	0.34
VACATION FUND***	3.65
WORKING DUES CHECK-OFF****	5.5%
LABORERS' POLITICAL LEAGUE***	0.05

* Employers shall remit annuity contributions to the Central Laborers' Annuity Plan.

Rates of Annuity contributions on overtime hours are as follows:

Local 538 - \$4.28 CENTRAL LABORERS' ANNUITY FUND -

These contributions get sent to the Central Laborers' Annuity Fund Office
P.O. Box 1267, Jacksonville, IL 62651

** Employers that perform work on Windfarms and Pipeline shall pay L.E.C.E.T. contribution of \$0.33 per hour

*** Cents per hour worked deducted from the Basic Labor Rate.

**** Dues Check-Off calculated as a percentage of gross pay.

LABORERS' LOCAL UNION NO. 538
Mike Tuthill, Business Manager
118 W Main St., East Galesburg, IL 61430
Phone: (309) 344-3515

FUND OFFICE:

Central Laborers' Pension Fund
P.O. Box 1267
Jacksonville, IL 62651
Phone: 1-800-252-6571

North Central Illinois Laborers'
Health & Welfare Fund
4208 W. Partridge Way, Unit 3
Peoria, IL 61615
Phone: (309) 692-0860

TYPE OF CONTRIBUTIONS SENT:

Central Laborers' Pension Fund
Central Laborers' Annuity Fund

North Central Illinois Laborers' Health & Welfare Fund

Northern Illinois Welfare Fund for Local Union #538

Working Dues Check-Off

Market Preservation

Illinois Laborers & Contractors Joint Apprenticeship &
Training Program for the following Local Union : #538

Industry Advancement Fund

Laborers'- Employers' Cooperation
& Education Trust

Great Plains Laborers' Vacation Fund

Laborers' Political League Local Union

Midwest Region Foundation for Fair Contracting

BUILDING ADDENDUM May 1, 2022

WAGE INCREASES:

Effective May 1, 2023 Wages and/or Fringe Benefits Increase \$1.65 per hour

IN WITNESS WHEREOF, the Parties have affixed their signatures which officially bind said parties under the provision of this Agreement.

CENTRAL ILLINOIS BUILDERS OF A.G.C. having authority to sign on behalf of those firms who have assigned their bargaining rights to the Association.

Roger Huebner 4/13/22
Roger Huebner, Executive Vice President Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL

AK 4/13/2022
Anthony Penn, Business Manager Date

Contractor's Signature Date

Contractor's Name

Contractor's Address

City State Zip

Telephone Number Fax Number

ADDENDUM
BUILDING CONSTRUCTION WAGE AND FRINGE BENEFITS
CONTRIBUTIONS AND DEDUCTIONS

EFFECTIVE: MAY 1, 2022

LOCAL UNION NO.	996
Counties	Livingston, Woodford, Marshall & E. ½ Stark
BASIC LABORER RATE	33.72
PENSION FUND	12.54
ANNUITY FUND*	4.00
N. CENTRAL IL WELFARE FUND	8.50
TRAINING FUND	0.80
I.A.F.	0.21
L.E.C.E.T. **	0.23
F.F.C.	0.15
TOTAL PACKAGE	60.15
MARKET PRESERVATION***	1.75
VACATION FUND***	2.25
WORKING DUES CHECK-OFF****	5.5%
LABORERS' POLITICAL LEAGUE***	0.05

* Employers shall remit annuity contributions to the Central Laborers' Annuity Plan.

Rates of Annuity contributions on overtime hours are as follows:

Local 996 - \$6.00

CENTRAL LABORERS' ANNUITY FUND -

These contributions get sent to the Central Laborers' Annuity Fund Office
P.O. Box 1267, Jacksonville, IL 62651

** Employers that perform work on Windfarms and Pipeline shall pay L.E.C.E.T. contribution of \$0.33 per hour

*** Cents per hour worked deducted from the Basic Labor Rate.

**** Dues Check-Off calculated as a percentage of gross pay.

WAGE INCREASES:

Effective May 1, 2023 Wages and/or Fringe Benefits increase \$1.65 per hour

IN WITNESS WHEREOF, the Parties have affixed their signatures which officially bind said parties under the provision of this Agreement.

CENTRAL ILLINOIS BUILDERS OF A.G.C. having authority to sign on behalf of those firms who have assigned their bargaining rights to the Association.

Roger Huebner 4/8/22
Roger Huebner, Executive Vice President Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL

AK 4/7/2022
Anthony Penn, Business Manager Date

Contractor's Signature Date

Contractor's Name

Contractor's Address

City State Zip

Telephone Number Fax Number

LABORERS' LOCAL UNION NO. 996

Ron Ellis, Business Manager

P.O. Box 410, Roanoke, IL 61561

Phone: (309) 923-3211

FUND OFFICE:

Central Laborers' Pension Fund

P.O. Box 1267

Jacksonville, IL 62651

Phone: 1-800-252-6571

Local 996

Laborers' Local 996

P.O. Box 410

Roanoke, IL 61561

Phone: (309) 923-3211

North Central Illinois Laborers'

Health & Welfare Fund

4208 W. Partridge Way, Unit 3

Peoria, IL 61615

(309) 692-0860

TYPE OF CONTRIBUTIONS SENT:

Central Laborers' Pension Fund

Central Laborers' Annuity Fund

Local 996 Dues Check-Off

Local 996 Market Preservation

Local 996 Laborers' Political League

North Central Illinois Laborers' Health & Welfare Fund
for Local 996

Illinois Laborers & Contractors Joint Apprenticeship &
Training Program for the following Local Unions:
#996

Industry Advancement Fund for the following
Local Unions: #996

Laborers'- Employers' Cooperation
& Education Trust for the following Local Unions:
#996

Great Plains Laborers' Vacation
Fund for the following Local Unions:
#996

Midwest Region Foundation for Fair Contracting for the following Local
Unions: #996

**GREAT PLAINS
LABORERS' DISTRICT COUNCIL
ARTICLES OF AGREEMENT**

Covering

**HIGHWAY AND HEAVY CONSTRUCTION
IN THE JURISDICTION OF
ILLINOIS VALLEY CONTRACTORS ASSOCIATION**

AND

**BUILDING CONSTRUCTION
IN THE JURISDICTION OF
ILLINOIS VALLEY CONTRACTORS ASSOCIATION**

EFFECTIVE: May 1, 2020

EXPIRES: April 30, 2023

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GREAT PLAINS
LABORERS' DISTRICT COUNCIL

ARTICLES OF AGREEMENT

Covering

HIGHWAY AND HEAVY CONSTRUCTION
IN THE JURISDICTION OF
ILLINOIS VALLEY CONTRACTORS ASSOCIATION

AND

BUILDING CONSTRUCTION
IN THE JURISDICTION OF
ILLINOIS VALLEY CONTRACTORS ASSOCIATION

ARTICLE I
Parties and Scope

Section 1. This Agreement made and entered into between the Illinois Valley Contractors Association, party of the first part, for their members and those firms for whom they have bargaining rights, and the Laborers' International Union of North America, Local Union 393 Marselles, party of the second part, hereinafter called the Union.

Section 2. It is understood and agreed that this Agreement shall be in effect on building construction work, either Federal, State, County, Township, City, or private work within the boundaries of the above-mentioned Local Union, plus Heavy and Highway Construction five (5) feet from the building and beyond within the boundaries of Local Union 393 Marselles.

Section 3. The conditions of employment set forth shall prevail from May 1, 2020 through April 30, 2023 and shall continue in effect from year to year thereafter unless either party to this Agreement gives ninety (90) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon the expiration of same.

The Union shall sixty (60) days prior to any effective wage increase serve written notice to the Employer and the Employer agrees to make payments into the Welfare Plan and/or Pension Plan as directed by the Union. Such increase in payments shall be deducted from the hourly rate listed in Addendum II.

Section 4. This Agreement shall supersede all agreements now in force, covering working

conditions, with proper Addendum covering wages, within the jurisdiction of the Local Union signatory to this Agreement.

Section 5. The term "Laborer", as used in articles covering working conditions shall apply to any employee covered by these Articles of Agreement, including Mason Tenders and Plasters Tenders and charter grants by the AFL-CIO.

ARTICLE II Union Security

All present employees who are or become members of the Union shall remain members as a condition of their employment. All present Employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment after seven (7) days following the beginning of their employment or the effective date of this Agreement, whichever is the later, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this agreement to complete or maintain his membership because of non-payment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no Employer or the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the initiation fees and the periodic dues uniformly required as a condition of acquiring and maintaining membership.

ARTICLE III The Purpose

Section 1. The purpose of this Agreement is to set forth the Agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish effective and impartial procedure for the peaceful settlement of disputes and grievances.

Section 2. MANAGEMENT RIGHTS

1. The Employer retains the right to manage its operations and direct work forces. To be judge of

the number of employees required on any work; to assign employees as in the Employers' Judgment the operation may require. It is hereby agreed that this Article does not apply to other sections agreed to In this Agreement.

2. The Employer may discharge or lay-off employees as he sees fit, provided no employee is discharged or discriminated against because of lawful union activities.

ARTICLE IV Union Recognition

The Employer recognizes the Union as the Exclusive collective bargaining representative with respect to wages, hours, and other working conditions for all Laborers and (Laborer) watchmen in its employ.

ARTICLE V Referral Clause

Section 1. The Employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the nondiscriminatory provisions governing the operation of the Union's Referral offices as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, or national origin.

When an Employer calls the Referral Office for persons they shall be dispatched in a nondiscriminatory manner as follows:

Registration and referral of applicants shall be on a nondiscriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Referral Office shall maintain the following lists on which persons in the construction and maintenance industry may register for referral at the time during the hours which the Referral Office is open for registration of applicants.

The Union shall post in places where notices to members and applicants for employment are customarily posted all provisions of this referral clause.

The Employer shall recognize the Union's Referral Offices in the geographical area covered by this Agreement.

(A) **Group A** - All persons who have been employed by a contractor signatory to a Collective Bargaining Agreement within the construction industry for 1000 hours as a construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

(A-1) **Group A-1** - All apprentices will be on the A-1 list and will be listed according to their apprenticeship year.

For apprentices enrolled in the Construction Craft Laborer Apprenticeship Program prior to January 1, 2006, the term of apprenticeship shall be approximately three (3) years and 2400/6000 hours of on the job diversified work and training, excluding time spent in related instruction unless credit is granted by the Joint Apprenticeship Training Committee. The schedule that follows provides for three (3) equal periods of 800/2000 hours of work and training each.

APPRENTICE WAGE PROGRESSION:

75% - first year	(Full fringes)
85% - second year	(Full fringes)
95% - third year	(Full fringes)

Effective January 1, 2009, all new apprentices who enter the Construction Craft Laborer Apprenticeship Program shall serve a three (3) year apprenticeship period at the wage progression listed below:

(a) First year	75% of the journeyworker rate and full fringe benefits
Second year	85% of the journeyworker rate and full fringe benefits
Third year	95% of the journeyworker rate and full fringe benefits

Apprentices must work a minimum of 1000 hours each year in order to advance to next year's pay rate.

Apprentices must complete Phase I Training and attain minimum of 1000 work hours to progress to 85% wage.

They must complete Phase I and II Training and attain minimum of 2000 work hours to progress to 95% wage.

They must complete Phase I, II and III Training and attain minimum of 3000 work hours to progress to 100% journeyworker rate.

APPRENTICE RATIOS:

One (1) journeyworker to one (1) apprentice on a two (2) worker job;
One (1) apprentice to two (2) journeyworkers on a three (3) worker job;
Two (2) apprentices to four (4) journeyworkers on a six (6) worker job;
Three (3) apprentices to nine (9) journeyworkers on a twelve (12) worker job;
Four (4) apprentices to twenty-five (25) journeyworkers;
Five (5) apprentices to thirty-five (35) journeyworkers;
Six (6) apprentices to fifty-five (55) journeyworkers,
And one (1) apprentice to twenty (20) journeyworkers thereafter.

New Applicants for membership who cannot provide reasonable proof of 3,000 hours or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Illinois Laborers' and Contractors Joint Apprenticeship and Training Program) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journeyworker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

(B) Group B - All persons who have been employed by a contractor signatory to a Collective Bargaining Agreement within the construction industry for 1,000 hours as a construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

(C) Group C - All persons who have been employed by a contractor signatory to a Collective Bargaining Agreement within the construction industry for 1,000 hours as a construction laborer during the past one (1) year in the geographical area embraced by the Referral Office where the work is to be performed.

(D) Group D - All applicants not qualifying for Groups A, B or C. In order for a referral to move from the "D" list to the "C" list the referral must have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for 1,000 hours as a journeyman construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

The foregoing lists shall be maintained on the basis of the written statement of the person seeking active employment and such other information available to the Referral Office. All Local Unions will require employees to fill out the same referral application.

All referrals, based on hours worked, within the A, B, C, D classification, shall move a maximum of

one (1) group per calendar year effective January 1. The referral must continue to have worked the minimum hours in their classification, A, B, C or D or he will be moved to the appropriate list January 1. Hours worked will include training hours and injury hours as actual hours worked. Referrals who are off due to illness for a minimum of two (2) weeks with a doctor's statement will remain on the current out-of-work list.

Section 2. All persons registering for active employment shall set forth their name, address and telephone number and classification or classifications of work sought.

Registration and referral of such applicants shall be done by groups as set out above. Each applicant shall be registered in the highest group for which he qualifies and registrant in Group A shall be first referred, and then Group A-1, and then Group B, and then Group C, and then Group D in that order.

Apprentices will be referred from Group A-1, in accordance with the Apprentice ratios and their skills and qualifications.

Section 3. Employers may request former employees for referral to a job or project, in writing if requested by the Business Manager, and the Union Referral Office shall refer said former employees to the job or project provided they are properly registered applicants in the Referral Office, are available for work at the time of the request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within twelve (12) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such former employees.

Section 4. The Employer retains the right to reject any job applicant referred for just cause. The Employer shall have the right to hire and discharge for just cause. The Union may within three (3) days after a member has been rejected or discharged request the reasons for the rejection in writing. Hiring of employees shall be on a non-discriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 5. The Employer in requesting referrals shall specify to the Union (a) the number of employees required, (b) the location of the project, (c) the nature and type of construction, demolition,

etc., involved, (d) the work to be performed, and (e) such other information as is deemed essential by the Employer in order to enable the Union Referral Office to make proper referral of qualified applicants.

Section 6. If a registrant, referred for employment in regular order, refuses two (2) consecutive referrals, his name shall be placed at the bottom of the list except under special agreements. Neither the Union, its agents, nor the Referral office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists, if such applicant is not available when referrals are made.

Section 7. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within twenty-four (24) hours after such request for referral is made by such employer (Saturdays, Sundays, and Holidays excepted) the Employer may employ applicants directly. In such event the Employer shall notify the Union Office of the names of the persons employed and the dates of the hirings; such notice shall be given within forty-eight (48) hours of the hiring.

ARTICLE VI Key Man

The number of key laborers, if any will be decided between the Business Manager and Contractor at the pre-job conference. The Contractor shall provide the local union with the qualification and job description in writing of any key laborer if needed. The first laborer on the project and the last laborer laid off will be a member of Local Union 393. If more than one key man is permitted and the key men are paid at a higher rate of pay, then all of the local 393 laborers working for the same employer on the same project shall be paid at the higher rate of pay also (fringe benefits paid at the local 393 rate)

ARTICLE VII Workers Compensation Insurance, U.C. Tax and O.A.S.I.

Section 1. The Contractor shall carry Workers Compensation Insurance and shall pay Unemployment Compensation Tax and O.A.S.I. Tax on all Laborers in his employ. Copies of his Workers Compensation Insurance policy or verification thereof, shall be furnished to the Union on request.

Section 2. It is agreed that when an Employer requires the Laborer to perform work for him in an individual capacity when such work is not within the usual scope of his employment, thereby preventing recovery for Injuries under the Workers Compensation Act, no such request shall be made

by the Employer to any Laborer unless proof is first shown to the Union that he is sufficiently covered by either Workers Compensation liability or such other type of insurance that would protect said Laborer in case of injury. Failure to comply with the above requirement shall constitute a violation of this Agreement, and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected.

ARTICLE VIII Bonding Requirements

Unless waived by mutual agreement between the Employer and the Union, the Employer shall obtain and maintain during the term of this Agreement a surety bond in the amount of Twenty Thousand Dollars (\$20,000) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund and Welfare Fund, Annuity Fund, Vacation Fund, Laborers'-Employers' Cooperation and Education Trust, Illinois Valley Construction Industry Trust, Illinois Valley Labor Management Trust, Midwest Foundation for Fair Contracting, Illinois Laborers' Legislative Committee, Apprenticeship, Training Fund, Market Preservation Fund and Working Dues Check-Off payments.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Welfare Fund, Annuity Fund, Vacation Fund, Laborers'-Employers' Cooperation and Education Trust, Illinois Valley Construction Industry Trust, Illinois Valley Labor Management Trust, Midwest Foundation for Fair Contracting, Apprenticeship and Training Fund when due, the Union aggrieved employees or the Trustees of the Pension Fund, Welfare Fund, Annuity Fund, Vacation Fund, Laborers'-Employers' Cooperation and Education Trust, Illinois Valley Construction Industry Trust, Illinois Valley Labor Management Trust, Midwest Foundation for Fair Contracting, Illinois Laborers' Legislative Committee, Apprenticeship and Training Fund after written notice to the Employer and Bonding Company, file claim to obtain payment, costs and reasonable attorneys' fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of any obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

ARTICLE IX
Liability Clause

It is understood and agreed that the Negotiating Agent (Association) shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint.

It is understood and agreed that the District Council is acting only as Agent to negotiate and execute this Agreement and in no event shall the District Council be bound as a principal or be held liable in any manner for any breach of this contract by any Local Union.

ARTICLE X
Wages, Pension, Welfare, Annuity, Vacation Fund,
Laborers'-Employers' Cooperation and Education Trust, Illinois Valley Construction Industry
Trust, Illinois Valley Labor Management Trust, Midwest Foundation for Fair Contracting,
Illinois Laborers' Legislative Committee, Training and Check-Off

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Pension Fund the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Health and Welfare Fund the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into an Annuity Fund the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Vacation Fund the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Laborers'-Employers' Cooperation and Education Trust the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Illinois Valley Construction Industry Trust the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Illinois Valley Labor Management Trust the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Midwest Foundation for Fair Contracting the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program the sum per hour as denoted in the Addendum. It is mutually agreed that the parties accept the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program Standards as part of this Agreement.

If an Employer fails to pay wages, fringe benefits, Training contributions and Laborers'-Employers' Cooperation and Education Trust into the above said funds, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

ARTICLE XI Chimney, Tunnel and Railroad Agreements

It is mutually agreed that the parties signatory to this agreement do hereby mutually subscribe to the "Stack Agreement" covering the erection, alteration, repair, and demolition of reinforced concrete and masonry chimneys.

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Railroad Construction Agreement" when the work awarded pertains to construction of railroad work.

All work coming under the Tunnel Agreement of the International Union will be done in accordance with the National Tunnel Agreement.

In the above instances, it shall be the duty of the Contractor to notify the regional offices of the Laborers' International Union of North America, under whose jurisdiction the work is to be performed when they are low bidder on a "Chimney Job" or a "Railroad Construction Job" for the purpose of holding a pre-job conference covering that particular job. The Contractor involved shall notify Mr. John Penn, Midwest Regional Manager, Laborers' International Union of North America, Midwest

Regional Office, 1 North Old State Capitol Plaza, Suite 525, Springfield, Illinois 62701 (Phone: 217-522-3381).

ARTICLE XII
Invalidity and Severability

It is the Intent of both parties to this Agreement to comply fully with all State and Federal Laws and Presidential Executive Orders. If it is found by a court of competent jurisdiction that any section of this Agreement is in conflict with any State or Federal Laws or Presidential Executive Orders, then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the Law or Presidential Executive Order. All other sections and articles of this Agreement shall remain in full force and effect. In the event that Union and Management reach an impasse over renegotiating a section of this Agreement which has been viewed as illegal, the impasse is to be resolved in line with the formal grievance procedure adopted in Article XXX, Adjustment of Disputes.

In the event that the provisions of the Davis-Bacon Act, 40 U.S.C. 276 (A) and/or the provisions of the State of Illinois Prevailing Wage Act, 820 ILCS 130 et seq. are repealed or substantially modified in a manner which adversely affects the ability of signatory Employers to compete for State or Federal; work, the parties to this Agreement agree to immediately reopen the Agreement and negotiate appropriate changes in terms and conditions of employment to maintain contractor competitiveness for such work. In the event no agreement is reached after sixty (60) days of the commencement of such negotiations, then either party may resort to self help, including but not limited to strikes, lockouts and unilateral implementation.

ARTICLE XIII
Sub-Contracting

No Employer shall subcontract or assign any of the work described herein which is to be performed at the job site to any Contractor, subcontractor or other person or party who fails to sign this Agreement with the conditions of employment contained herein including, without limitations, those relating to Union security, rates of pay and working conditions, hiring, and other matters covered hereunder for the duration of this Agreement.

ARTICLE XIV
Pre Job Conference

A pre-job conference shall be held at least forty-eight (48) hours prior to starting a job, unless the

Local Business Representative and the Employer agree that one is not required; if a pre-job conference is held, the Illinois Valley Contractors Association shall be notified.

Should an Employer evade notifying the Union forty-eight (48) hours in advance of the date, time and place of such pre-job conference, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement.

The Employer shall notify the Business Manager before starting to work.

A pre-job conference should not apply to a contractor having a permanent office on foundation for two (2) or more years and located within the jurisdiction of Local Union 393, Marseilles and is a member of or has assigned their bargaining authority to the Illinois Valley Contractors' Association and provided the job does not constitute more than five (5) working days.

ARTICLE XV Union Representative

It is agreed that the Business Manager of the Local Union or his designated representative will have the unrestricted right to visit all jobs where his men are employed or may be employed subject to security regulations where in effect.

The Contractor shall have the right to assign his employees on the job to any particular work or classification of work and use his own judgment in this selection, providing the proper rate of pay is maintained.

A Local Union's designated representative will have proper credentials such as a letter signed by the Business Manager authorizing him to act on behalf of the Local Union, or business card identifying the representative.

ARTICLE XVI Steward Clause

Section 1. The Business Manager may appoint a steward on all projects or portions of projects, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement.

Section 2. The steward is to perform all duties assigned to him by the Business Manager. The

steward is to work the same as any other employee on the job.

Section 3. It shall be the duty of the steward to report to the union any accident to any of the men which may occur on the job where employed. It shall be the duty of the steward to see to it that the injured employee's family be notified without loss of time or pay to the steward so engaged. Any employee injured on a job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work, but requires subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in making such visits.

Section 4. The steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 5. The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union.

Section 6. The steward shall not be discharged because he is performing his duties as a steward, nor shall the steward be discriminated against because of this affiliation with the Union or because of his activities on behalf of the Union.

Section 7. The steward shall work when there is any work to be performed by the Laborers. He shall be the last man on the job if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved, and a mutual understanding arrived at. The steward shall be allowed whatever time is necessary to police the job when necessary.

Section 8. When an Employer sees fit to discharge an employee or employees or have a reduction in the work force, he is to notify the steward before taking such action.

Section 9. When a job is temporarily shut down due to weather, material shortages or similar cause, and employees are laid off, the steward shall be the first employee recalled to work when the work resumes, if qualified.

ARTICLE XVII
Labor Foreman

Section 1. When there are four (4) Laborers employed on a project or job, one (1) man shall be a Working Foreman. When there are eight (8) Laborers employed on a project or job, there shall be two (2) Laborers as Working Foremen. When there are twelve (12) or more Laborers employed on a project or job, one (1) foreman shall be supervision. The Contractor may advance a Working Foreman to supervision if he so desires.

Section 2. If a job or a project employs twenty (20) or more Laborers, the following labor foreman clause will apply:

(a) When there are four (4) Laborers employed on a project or job, one (1) man shall be a Working Foreman. When there are seven (7) Laborers or more employed on a project or job, one (1) foreman shall be supervision. The Contractor may advance a Working Foreman to supervision if he so desires.

Section 3. At no time shall a Labor Foreman have more than twelve (12) men under his supervision.

Section 4. Employers shall appoint such foremen if any shall be needed. All foremen shall be members of Laborers' Local 393. Said foreman shall be a member of such Local Union for a period of not less than one (1) year and shall be paid at least two dollars (\$2.00) per hour more than the highest paid laborer under his supervision.

Section 5. General Labor Foreman shall receive two dollars (\$2.00) per hour more than the highest paid Labor Foreman under his supervision.

ARTICLE XVIII
Watchmen Clause

Watchmen shall receive straight time pay for all Saturdays, Sundays, and Holidays. Time and one-half (1½) shall be paid for all overtime. If the watchmen are doing any work that comes under the classification other than watchmen in this Agreement, they shall be governed by the working rules and rates of this Agreement.

ARTICLE XIX

Hours of Work and Holidays

Section 1. Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m., with one-half (½) hour for lunch. Five (5) days shall constitute a week's work, Monday through Friday. The lunch period shall be from 12:00 noon to 12:30 p.m. Time worked during the regular lunch period shall be paid at the overtime rate of their respective rate of pay with thirty (30) minutes on company time for lunch. Employees must be allowed to eat lunch by 1:30 p.m., if employees do not eat lunch by 1:30 p.m. they shall receive an additional thirty (30) minutes pay at the applicable overtime rate of pay. Flexible starting times shall be by mutual agreement between the Employer and the Local Union or Great Plains Laborers' District Council Business Manager prior to incorporating same on any project.

Section 2. Laborers who are required to work over ten (10) hours on job sites covered by this Agreement shall be provided with lunch, without cost to employee, and allowed to eat same without loss of time.

Section 3. When any new men commence work or report for pre-employment testing, i.e. Drug screenings, physical fitness tests etc., they must be given eight (8) hours employment the first day or the equivalent of eight (8) hours pay at his regular rate. The employees shall be reimbursed at the current IRS mileage rate if the testing facilities are outside of the Laborers Local 393 jurisdiction. It is understood that this section does not apply to anyone who fails a drug screening test.

When reporting for pre-employment paperwork, background checks or any other testing requirements, the employee shall be paid not less than 8 hours of pay and fringe benefits. When an employee is waiting for results of his or her background check and/or drug test results they shall be paid two hours pay and fringe benefits for each day they are waiting.

Section 4. No Contractor shall be permitted to shut down the job the day before or after a holiday solely because of the holiday, providing the holiday falls on a normal workday, providing there is Laborers' work to be performed.

Section 5. Any overtime under thirty (30) minutes consists of thirty (30) minutes, over thirty (30) minutes shall be counted an hour.

Section 6. Legal Holidays shall be: **New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, *Day after Thanksgiving, and Christmas Day.** No work shall be done on

Labor Day, except as a condition of extreme emergency, and then only after consent is given by the Business Manager. Should any of the aforementioned holidays fall on Sunday, the following Monday will be considered a holiday. Double time shall be paid for work done on holidays and Sundays.

* For the purpose of this Agreement, Veteran's Day will be observed on the Day after Thanksgiving.

Section 7. All holidays will be observed according to the National Law governing same.

With the provision and stipulation that it is the desire of the parties to have all crafts celebrate the same holidays on the same days. If this isn't possible, then Section 4 and 5 shall continue to apply.

ARTICLE XX

Show-Up Time and Starting Time

Section 1. When an Employer orders a certain number of men and these men appear on the job or shift at the time as requested, then they must be put to work or paid two (2) hours show-up time. Employer may hold employees at the job site for a period of not more than two (2) hours as long as they do not perform any work; if employee is put to work or held at the job site over two (2) hours, then Section 4 of this Article shall apply.

Section 2. When an employee employed on a job finishes his day's work and returns to work on the following day, he shall be allowed two (2) hours show-up time, unless he has been notified the day before that there would be no work.

Section 3. It is agreed, however, that the party of the first part will not be required to pay the show-up time as enumerated in Sections 1 and 2 on account of bad weather or for conditions beyond the control of the Contractor, if he maintains a job office with telephone, which is open one and one-half (1½) hours before starting time. If the office has no telephone, then the Contractor must make arrangements to have a telephone that the employees can call one and one-half (1½) hours before starting time to find out if there is to be any work, or if he should report for work. The Contractor will accept collect calls when the employees are inquiring if they should report for work.

Section 4. When an employee commences work as set forth in Section 1 or 2, he must be given four (4) hours' employment or pay. Any Laborer working over four (4) hours or more shall receive six (6)

hours' employment or pay; any Laborer working over six (6) hours or more shall receive eight (8) hours' employment or pay.

Section 5. It is agreed that when a man is called or a regular employee reports for work at the regular starting time and the company is unable to put him to work and the company desires that he remain on the site to be available, then the employee shall be paid according to Article XX, Sections 1, 2, and 3. In no case shall an employee receive less than two (2) hours' pay.

Section 6. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.

Section 7. When an employee reports for work on a premium time day, if he works less than four (4) hours, he shall receive four (4) hours at the applicable rate. If he worked more than four (4) hours, he shall receive eight (8) hours pay at the applicable rate.

Section 8. Employees will be required to call the Employer and the Union if he is not able to report for work.

Section 9. On any Election Day work men shall be given sufficient time off for the purpose of voting at their respective polling places.

ARTICLE XXI Shift Work

Section 1. When so elected by the Contractor, multiple shifts of at least three (3) consecutive days duration may be worked. When one (1), two (2), or three (3) shifts are worked: The first shift (**day shift**) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly wage rate for eight (8) hours work.

Section 2. The second shift (**swing shift**) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly wage rate for seven and one-half (7½) hours work.

Section 3. The third shift (**graveyard shift**) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly wage rate for seven (7) hours work.

Section 4. A lunch period of thirty (30) minutes shall be allowed on each shift. On continuous pouring operations, the men will be given a twenty (20) minute lunch period on each shift, without loss of pay or time. The twenty (20) minute lunch will be staggered through each shift for the employees on that specific shift.

Section 5. Premium pay shall be one dollar (\$1.00) per hour for the second shift and one dollar and

fifty cents (\$1.50) per hour for the third shift.

Section 6. Shift clause shall apply on regular work week only. 12:01 a.m., Monday through 12:00 p.m., Friday. All other work performed on Saturday, Sunday or Holidays and all hours worked other than the regular shift hours shall be paid at the applicable overtime rate.

Section 7. There shall be no pyramiding applicable of overtime wage rates.

Section 8. If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the contractor involved and the Union.

Section 9. In the event that men are changed from one shift to another, there shall be eight (8) hours lapse between shifts, otherwise the overtime wage rate shall be applicable.

Section 10. When work is started on a shift, the men on such shift shall be paid for that shift, whether or not discontinued.

Section 11. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 12. If any of the trades that Laborers tend work a multi-shift operation wherein shift starting times are different than those established in the Agreement, the Laborers agree to change their starting time as long as they are not required to work more than the designated Shift Clause hours.

ARTICLE XXII Pay Day

Regular pay day shall be determined at the pre-job conference or by agreement between the Business Manager and the Employer. On regular pay day employees must be paid prior to quitting time. Employees not paid prior to quitting time shall be entitled to pay at straight time for waiting time until payment is made, unless otherwise agreed on by the Business Manager. An exception would only be in the case of very unusual circumstances, such as a layoff occurring on Emergency work, after the contractor's normal business hours, said contractor shall be allowed to mail the member his check on the next regular work day.

When pay day is a regular holiday, employees shall be paid on the day before such holiday, prior to quitting time.

In case of bad weather, pay checks shall be ready by 12:00 noon on pay day or sooner if available.

Wages shall be paid in cash or by check weekly, and not more than five (5) days' wages beyond the close of the last payroll period may be withheld at any time. Any workmen laid off or discharged shall be paid his wages immediately.

In the event he is not paid off, waiting time at the straight time rate shall be charged until payment is made.

In the event cash is paid, the employee shall be given a statement of earnings and deductions containing the Employer's name and address, date, the name of the person making the payment and the name of the person being paid. When checks are used, the check stub shall state the employee's name, and also the Contractor's name, address, date and all earnings and deductions made for the pay period that is covered by that check. The Employer shall have the right to make such deductions from the employee's salary as required by State and Federal Laws and Social Security, Income Tax and Dues Check-Off.

ARTICLE XXIII

Jurisdiction of Work

Section 1. It is agreed that the Laborers claim as their jurisdiction of work:

Tending of Carpenters in unloading, handling, stockpiling of building materials and distribution operations including pre-fab buildings. Tenders, carpenters and other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. The building of scaffolding and staging for masons and plasters. The excavations for buildings and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting, and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors

or for other construction. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union, Diver and Diver Tender. And all other labor work not awarded to any other craft.

- Mortar mixers
- Kettlemen and carrier of hot stuff
- Tool crib men
- Watchmen (Laborer)
- Firemen or salamander tenders
- Deck Hands
- Dredge hands and Shore laborers
- Installation and maintenance of temporary gas-fired Heating units
- Gravel box men, Dumpmen and Spotters
- Fencing Laborers
- Cleaning Lumber
- Pit Men
- Material Checkers
- Dispatchers
- Unloading Explosives
- Asphalt Plant Laborers
- Writer of Scale Tickets
- Fireproofing Laborers
- Janitors
- Asbestos Abatement Worker
- Hazardous Waste Worker

Mold and Mildew Worker

Lead Abatement Worker

- Mold Remediation

- Concrete Specialist

- Crack Sealing & Asphalt Sealing

- Seal Coating and Striping of Outside parking lots and courts

- Road Reflectors

- Televising and lining of mainline sewer pipes

Any Fabric Petro-Mat, Soil Separator (on Highway only)
Silt Fence, The handwork (non-machine) Silt Fence, Pond Liners on roads, ponds and ditches
Tree Topper or Trimmer – Chain Saw Operator excluding Utility work

When loading and unloading of service trucks is required truck driver helpers (minimum of one (1) Laborer) would be assigned to service trucks for the purpose to load and unload materials for crafts Laborers tend.

Landscaping on all jobs. The loading, unloading, distribution, planting and placing of trees, shrubs, sod and seeding on work covered by this Agreement is the work of the Laborers.

Grade and surveyor helpers.

The handling, lighting and maintaining of all lights, flares and flashers.

It is recognized that the Union claims jurisdiction of initial cleaning of windows, doors, walls, floors, scrubbing and waxing of floors and covering and protection on new building construction shall be done by Laborers at the minimum rate that prevails in the Agreement.

The unloading, loading, handling of cement, lime and plaster.

Derrick men and the unloading and handling of stone and tile.

The handling, storing, conveying and use of plastic materials basic or molten shall be the work of the Laborers.

The handling, moving, signaling, hooking on and unhooking, flagging of all power machines which Laborers are using to perform their jurisdiction of work.

Section 2. On any job or project where Contractor is responsible for construction staking, common Laborer will drive stakes.

Section 3. The curing and covering of concrete by any mode or method shall be done by Laborer excluding self-propelled machines (Laborers to fill machines, mix curing compounds and deliver curing compounds to machines).

The swamping on heavy equipment shall be the work of the Laborers.

Writing of scale tickets at gravel pits, asphalt plants and all temporary plants shall be the work of the Laborers.

Driving stakes and setting of all stringlines for all electronic devices for maintaining elevations on subgrade, subbase, concrete and asphalt pavements, which included C.M.I. Rex and Barber-Green pavers, formless curb machines, and the like, shall be the work of the Laborers, also checking the grades on said machines.

It is agreed that unloading, handling and carrying of all steel in concrete paving is the work of the Laborer. It is also agreed that the placing, tying of all steel, including center strips, reinforcing (rods), wire fabrics, and expansion joints in concrete paving is the work of the Laborer.

Laborers shall handle all material, including the building and moving of all scaffolds on commercial work, including such work for lathers and acoustical men.

The cleaning of doors, walls and windows and covering and protecting shall be done by Laborers.

It is also understood and agreed that it is the jurisdictional work of the Laborer to load and unload, distribute, fill, clean and maintain all water containers on the job site.

Power Rigging of demolition and scrapping work.

The laying of sewer tile, conduit, precast materials, water main pipe, sanitary pipe, sanitary force main pipe, storm sewer pipe, and storm sewer force main pipe by traditional open-cut methods or horizontal directional drilling. As well as all work associated with said pipe laying, including but not limited to: mechanical joint fittings, push on fittings, gasket fittings, fuse fittings, other pressure or non-pressure fittings, lift stations, valve vaults, manholes, inlets catch basins, live connections, live taps, insertion valves, setup/maintenance/take down of bypass pumping/piping, testing, televising, and/or inspection. All down spouts and drainage areas, soil pipe, gravel basins, septic tanks, cesspools, water storage tanks and underground retention pond, etc.

The Employer and the Union agree that the above mentioned jurisdiction of work is not intended to conflict with established practices, International Agreements or jurisdictional awards approved by the Building and Construction Trades Department, AFL-CIO (greenbook decisions attested by the

Chairman). The parties agree to protect employers that may be signatory to other trades that may also claim similar work so as to not have employers pay two fringe benefit funds for the same work.

ARTICLE XXIV

Job Classification

A. SEMI-SKILLED RATE: Twenty cents (\$.20) above Base Rate.

Handling of materials treated with oil, creosote, asphalt and/or foreign material harmful to skin or clothing

Track Laborers

Cement Handlers

Chloride Handlers

The Unloading and Laborers with steel workers and re-bars

Concrete workers (wet)

Tunnel helpers in free air

Batch Dumpers

Kettle and tar men

Tank cleaners

Plastic installers

Scaffold workers

Motorized buggies or motorized unit used for wet concrete or handling of building materials

Laborers with de-watering systems

Sewer workers plus depth

Rod and chainmen with land surveyors

Rod and chainmen with surveyors

Rod and chainmen with technical engineers

Vibrator operators

Mortar mixer operators

Cement silica, clay, fly ash, lime and plasters handlers (bulk or bag)

Cofferdam workers plus depth

On concrete paving, placing, cutting and tying of reinforcing

Deckhand, dredge hand and shore laborers

Bankmen on floating plant

Asphalt workers with machine and layers

Grade Checker

Power tools

Driving all stakes, stringlines for all machinery

Setting and building of manholes and catch basins

Stripping of all concrete forms except paving forms

On all concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)

B. SKILLED RATE: Forty cents (\$.40) above Base Rate.

Mason Tenders
Caisson workers plus depth
Gunnite nozzle men
Lead man on sewer work
Welders, cutter, burners and torchmen
Chain saw operators
Paving breaker, jackhammer and drill operators
Layout man and/or tile layer
Steel form setters - street and highway
Air tamping hammerman
Signal man on crane
Concrete saw operator
Concrete saw operator walk behind
Screedman on asphalt pavers
Front end man on chip spreader
Laborers tending masons with hot material or where foreign materials are used
Multiple concrete duct - leadman
Luteman
Asphalt raker
Curb asphalt machine operator
Ready-mix scalemen, permanent, portable or temporary plant
Laborers handling masterplate or similar materials
Laser beam operator
Coring machine operator
Plaster tenders
Underpinning and shoring of buildings
Material selector when working with firebrick or castable material
Fire Watch
Signaling of all power equipment
Tree topper or trimmer
Diving and Diver Tender
Pump men shall receive forty cents (\$.40) per hour above the minimum Plaster Tender rate.

During total wrecking and gutting of buildings not to include remodeling work, employees engaged in the demolition of walls and other structural members.

Removal of any and all debris, after the building has been razed shall be paid at the regular rate.

Hot Work - Laborers working in extreme heat shall receive two (2) times their normal hourly rate of pay.

Flagging - Laborers assigned to Flagging shall be paid one dollar (\$1.00) per hour over the base rate of pay

Dynamite Man - Minimum four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate and if he is required to work more than four (4) hours, he shall receive eight (8) hours at \$1.00 per hour above the prevailing rate, and if he shall have only four (4) hours to shoot dynamite, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular rate.

Asbestos Abatement Worker, Lead Base Paint Removal and Mold Remediation - Minimum four (4) hours pay at two dollar (\$2.00) per hour above the prevailing rate and if he is required to work more than four (4) hours, he shall receive eight (8) hours at \$2.00 per hour above the prevailing rate, and if he shall have only four (4) hours to perform Asbestos Abatement work and/or Lead Base Paint Removal, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular rate.

In the event that the available workers do not have a current physical, the contractor will provide the worker, at the employers expense, the proper physical required prior to employment and pay the worker a minimum of four hours pay for the time spent acquiring the physical as per OSHA 1910-1001(1)(5)

Hazardous Waste Worker - Minimum four (4) hours pay at two dollar (\$2.00) per hour above the prevailing rate and if he is required to work more than four (4) hours, he shall receive eight (8) hours at \$2.00 per hour above the prevailing rate, and if he shall have only four (4) hours to perform Hazardous Waste Work, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular rate.

ARTICLE XXV Wages and Employee Security

Section 1. All work performed at the overtime rate shall be paid accordingly, (a) Heavy and Highway one and one-half (1½) times the hourly rate of pay, and (b) Building Construction - when all employees of an employer (contractor) receive an overtime rate of one and one-half (1½) times their regular rate of pay, then the Laborers working for this employer, on overtime hours, shall receive one and one-half (1½) times their rate of pay.

Section 2. Wages for the Local Unions signatory to this Agreement are as outlined in Addendum II.

Section 3. Employees shall have the right within the limits set by Section 8(b)(4) of the National Labor Relations Act as amended; and it shall not be a violation of this contract, nor cause for discharge or any other penalty, if an employee or employees (covered by this Agreement) refuse to go through a legal primary established Union picket line.

ARTICLE XXVI

Working Rules

Section 1. Hod Carriers and Plasterer Tenders Clause - Whenever the plastering hose is not being used to apply plaster directly to the walls or ceiling, it shall be the work of the Laborers.

Section 2. Pump man and/or mixer man shall stay at the mixer or pump whenever plasters are working.

Section 3. When two or more cement finishers are working, they shall have at least one (1) Laborer as a helper or as many more as the job may require, until all Laborers' work is completed. Laborers will not stay for the final troweling, unless Laborers' work is contemplated.

Section 4. There will be a minimum of one (1) Laborer, or more if the job requires to tend sawman, clean up, get new lumber, etc.

Section 5. There will be a minimum of one (1) Laborer, or more if the job requires, to tend sandblasting, tuck pointers, and masons washing down walls.

Section 6. If a paving breaker or jackhammer is used, two (2) men will be used to operate same, if hammer weight is fifty (50) pounds or more when used horizontally or eighty (80) pounds or more used vertically. The second man will clean up when not operating hammer. The employees used for this work shall use safety glasses at all times, and if necessary, use respirators.

Section 7. It is agreed that when extra help is needed on the mixer and pump, it will be decided between the mixer man, steward and plastering superintendent.

Section 8. Employees shall have the right to refuse to work out of their own jurisdiction without cause for discharge.

Section 9. Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the workday.

Section 10. The Contractor shall furnish all tools overshoes, hip boots if job requires, rain pants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over.

Section 11. It is understood that the Employer shall furnish gloves to the mason tenders or any employee handling bricks, block or tile.

Section 12. Cement car men are to receive the same number of hours of employment per day as the other Laborers on the job.

Section 13. First aid kits shall be furnished and maintained on all jobs.

Section 14. If an employee wishes to take a vacation, he shall notify his Employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

Section 15. There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

Section 16. A warm clean shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

Section 17. All work of the Employer shall be performed under mutually provided safety conditions which must conform to State and Federal regulations. It shall also be a requirement of the employee to conform to safety regulations and measures as provided. If the employee refuses to comply with safety regulations after a warning in writing, he may be discharged. Laborers will not be required to work in the rain unless in case of extreme emergency.

Section 18. No Laborer shall leave the tool shed before his regular starting time, and shall have all tools put away by his regular quitting time, unless instructed to work overtime.

Section 19. The Employer shall also furnish drinking water, fresh daily or more often as required, in clean, suitable container from a state approved water supply. The containers shall be cleaned with a

proper cleaning agent whenever necessary. Clean ice shall also be furnished by the Employer for all drinking water. The drinking water shall be on the job in readily accessible places by thirty (30) minutes after starting time, and ice shall be available no later than thirty (30) minutes after starting time. Sanitary paper cups shall be placed with each water container.

Section 20. When an employee works at the semi-skilled or skilled rate before 12:00 noon he shall be paid at the applicable rate until the lunch hour. If an employee works after 12:00 noon at the semi-skilled rate, he shall be paid at the applicable rate until quitting time.

Section 21. Refreshments brought to the designated work area when work commences may be consumed at the employee's designated work area. Flagger will be relieved once in the morning and once in the afternoon.

Section 22. Any work not covered by this Agreement or classification which comes under the jurisdiction of the Laborers shall be negotiated between the two (2) interested parties.

Section 23. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.

Section 24. On any project or job where a centrally reporting place is designated, the Employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one-half ($\frac{1}{2}$) mile or more from the point where the employees are to work. Vehicles shall be properly covered during the cold and inclement weather.

Section 25. There shall be no scoop shovels used except on sawdust, cinders and snow.

Section 26. There shall be no transferring of men from job to job during lunch period.

Section 27. In the event of a tool checking system, where Laborers check tools, a Laborer shall be employed as tool crib man at base rate.

ARTICLE XXVII
Depth and Height Pay

Section 1. On scaffolding or false work, whether attached or freestanding, staging, movable decks and slip forms, buildings, towers, tanks or elevators and all height or new and old construction or wrecking, the hourly rate of pay shall be the regular rate of wages for the first twenty (20) feet and for each additional twenty (20) feet or any fraction thereof the rate shall increase twelve and one-half cents (\$.12 ½) per hour until the height of one hundred (100) feet has been reached. After the height of one hundred (100) feet has been reached, the rate shall increase twenty-five cents (\$.25) for each twenty (20) feet or any fraction thereof and for every twenty (20) feet or any fraction thereof.

Section 2. When Laborers are required to work six (6) to twelve (12) feet below immediate existing ground level on caisson, shaft, trench excavations and bridge work, they shall receive twenty cents (\$.20) per hour premium more than the classification they are working under and twenty cents (\$.20) shall be added for each additional ten (10) feet or any fraction thereof below existing ground level-excluding foundation drain tile eight (8") inches and under.

Section 3. When Laborers are required to work in a ditch or trench excavation such safety measures as sloping, shoring, or bracing as are appropriate and reasonable under the circumstances shall be taken.

Section 4. When employee works under one of the higher classifications in Article XXVII, Depth and Height Pay, before 12:00 noon, he shall be paid at the applicable rate until lunch hour. If employee works after 12:00 noon, he shall be paid at the applicable rate until quitting time.

All heights referred to above are subject to free fall.

ARTICLE XXVIII
Intoxicants

Section 1. It is agreed that the use of intoxicants on the job or reporting for work under the influence of liquor shall be sufficient cause for dismissal.

Section 2. It shall not be deemed a violation of this Agreement for employees to refuse to work under supervision who are under the influence of liquor.

Section 3. The Illinois Valley Contractors Association, the Great Plains Laborers' District Council and The Illinois Valley Construction Industry Labor-Management Committee will establish a Drug Policy, which once established, will become part of this Agreement. Employers may utilize the Substance Abuse Policy and Procedures as established by the Illinois Valley Labor/Management Program and said Policy will be a part of this agreement.

ARTICLE XXIX

Market Preservation

The Business Agent, with the approval of the District Council Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

On jobs where non-signatory contractors are bidding, the terms and conditions of employment shall be as mutually agreed to by the Employer and the Union. Once concessions are granted by the Business Agent with approval of the District Council Business Manager the following procedure shall be strictly adhered to:

Step 1. Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such request shall be directed to the Business Agent, who shall as appropriate grant concessions and modifications necessary to assure continued work opportunities for employees.

Step 2. Once the Business Agent agrees to contract concessions the Individual Employer(s) requesting the adjustment shall be immediately notified. The Union shall also immediately notify the Illinois Valley Contractors Association having the bargaining rights for the Employer(s) who originally requested the modification. Notification of the Association shall be confirmed in writing as soon as practical.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) and the Illinois Valley Contractors Association no later than two (2) working days prior to bid opening.

Such concessions shall initially be transmitted to the appropriate Association(s) by telephone. However, as noted above, they must be confirmed in writing as soon as practical.

Step 3. Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project. However, it will be the responsibility of the Individual Employers to request information regarding any possible adjustments from the Illinois Valley Contractors Association. To insure that all individual Employers have equal access to contract concession information, the Illinois Valley Contractors Association shall serve as a clearing house for information regarding contract concessions.

Any wage adjustments granted as a part of concessions for a specific project shall be established on a percentage of the base wage rate. Fringes and contributions shall continue to be paid as provided in the respective Collective Bargaining Agreements.

ARTICLE XXX

Adjustment of Disputes

Section 1. Any dispute of any type concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance, if possible. No employee grievance may be considered unless submitted in writing to the Union and the Employer within ten (10) days of the alleged violation.

Section 2. Negotiating Committee. In the event the matter is not settled, it shall be referred to the Negotiating Committee consisting of a maximum of three (3) employer representatives, selected by the Association and a maximum of three (3) Union representatives, selected by the Union District Council involved, or equal number thereof. After notice has been received by either the Association or the District Council, a meeting of the Negotiating Committee will be set up within fifteen (15) days. The determinations of the Negotiating Committee shall be governed by majority vote.

Upon mutual agreement the parties may extend the fifteen (15) day limitation.

Section 3. Arbitration. Should the Negotiating Committee be unable to resolve the matter, then the Union or the Association may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one (1) of the arbitrators listed in the notice or similarly to submit an alternate list of five (5)

arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted the parties shall within ten (10) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one (1) remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. Expenses of arbitration, including the arbitrator's fee and expenses, will be borne equally by both parties.

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement or any agreement made supplementary thereto. Wages, hours, fringe benefits are not arbitrable.

Section 5. Conclusiveness and Enforcement. The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employers, Association, and employees and all claiming thereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

Section 6. There shall be no strikes or lockouts during the life of this Agreement.

ARTICLE XXXI Jurisdictional Disputes

It is agreed by and between the parties to this Agreement that any and all Jurisdictional Disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

(1) Negotiation by and between the Local Business Representative of the disputing Unions and the Great Plains Laborers' District Council and the Employer involved. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.

(2) Submission of the dispute within ten (10) days to the Illinois Valley Contractors Association, Labor Division and the Headquarters of the said International Unions in writing clearly setting forth the facts

of the dispute in the same manner as formerly done by the parties when submitting such disputes to the National Joint Board for the Settlement of Jurisdictional Disputes. The dispute shall be pursued until such time as it shall become apparent that it cannot be settled by the above-named parties.

(3) Assignments of work shall only be made by the employer or his designated representative.

(4) There shall be no strike or lockout during the attempt to resolve a Jurisdictional Dispute as set forth in this Article.

However, in the event that the National Joint Board for the Settlement of Jurisdictional Disputes shall be reconstituted and the Illinois Valley Contractors Association and Laborers' International Union of North America shall become an actively participating party, then the parties hereto mutually agree to submit Jurisdictional Disputes to the reconstituted National Joint Board for Settlement of Jurisdictional Disputes according to the rules and procedures of such National Joint Board and further agrees to be bound by its decisions.

ARTICLE XXXII

Entire Agreement of Parties

Section 1. This represents the entire Agreement of the parties. The Employer understands that the Union is a fraternal society and as such, and in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own use. However, such rules or regulations whether contained in a by-laws, constitution, or otherwise, shall have no effect, directly or indirectly, upon this collective bargaining Agreement, any employment relationship, or the relationship between the parties.

Section 2. Individual contractors signatory hereto who are not members of the said Association agree to be bound by any amendments, extension or changes in this Agreement agreed between the Union and the Associations, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless ninety (90) days prior to the expiration of this or any subsequent Agreement said non-member contractor notifies the Union in writing that it revokes such authorization. Further, said non-member contractor agrees that notice served by the Union upon said Associations and Mediation Service for reopening, termination, or commencement or negotiations shall constitute notice upon and covering the non-member contractor's signatory hereto.

IN WITNESS WHEREOF, the parties have affixed their signatures which officially bind said parties under the provisions of this Agreement.

ILLINOIS VALLEY CONTRACTORS ASSOCIATION

Daniel F. Aussem 05-04-2020
By: Daniel F. Aussem, Executive Director Date
Phone: (815) 223-0561

GREAT PLAINS LABORERS' DISTRICT COUNCIL

OK 5/4/2020
By: Tony Penn, Business Manager Date
Phone: (309) 275-0744
LABORERS' LOCAL UNION #393

Kevin Dale 5-1-20
By: Kevin Dale, Business Manager Date
Phone: (815) 795-2820

Contractor's Signature Date

Contractor's Name

Contractor's Address

City and State Zip

Telephone Number

ADDENDUM I

Pension Fund, Welfare Plan, Annuity Fund, Vacation Fund, Laborers'-Employers' Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Inc., Illinois Laborers' Legislative Committee, Illinois Valley Labor-Management Trust and Illinois Valley Construction Industry Advancement Fund

Section 1. Pension Fund. Commencing May 1, 2006 the Employer agrees to make payments to and be bound by the Central Laborers' Pension Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Pension Fund the following cents per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. See Addendum II.

Section 2. Welfare Plan. Commencing May 1, 2006 the Employer agrees to make payments to and be bound by the North Central Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the North Central Illinois Laborers' Health & Welfare Fund the listed cents per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. See Addendum II.

Section 2a. Welfare Plan. Commencing May 1, 2006 the Employer agrees to make payments to and be bound by the Northern Illinois Welfare Trust, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Northern Illinois Welfare Trust the listed cents per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. See Addendum II.

Section 3. Northern Illinois Annuity Fund. The Employer agrees to make payments to and be bound by the Northern Illinois Annuity Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Northern Illinois Annuity Fund the cents per hour as denoted in Addendum II for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction.

Annuity contributions will be calculated on "Hours Paid" such that overtime rates of "Time and one Half" and/or "Double Time" shall also apply to the annuity contribution rate.
All other contributions will be paid on "Hours Worked"

Section 4. Vacation Fund. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers' of Illinois Vacation Fund, and all amendments thereto, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2006 the Employer shall deduct from the wages of his employees covered by this Agreement, the sum per hour as listed in Addendum II for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction and remit the same to the Laborers' Of Illinois Vacation Fund, P.O. Box 9090, Peoria, Illinois 61612-9090 in the manner as from time to time prescribed by the Trustees of said Fund.

Upon thirty (30) days written notice prior to May 1 of each year to the Employer the amount to be

deducted from the wages of each employee and remitted to the Fund may be amended, altered or discontinued, once a year and the Employer shall thereafter deduct such amount as directed in the written notice and remit the same to the Fund as prescribed by the Trustees of said Fund.

Section 5. Laborers'-Employers' Cooperation and Education Trust (L.E.C.E.T.). The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the North Central Illinois Laborers' District Council Laborers'-Employers' Cooperation and Education Trust (N.C.I.L.D.C.-L.E.C.E.T.), P.O. Box 9090, Peoria, Illinois 61612-9090, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective, May 1, 2011 the Employer shall contribute to the Trust the sum of \$0.20 per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the Individual Local Union's jurisdiction, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust. See Addendum II.

Section 6. Midwest Foundation for Fair Contracting, Inc. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Midwest Foundation for Fair Contracting, Inc., P.O. Box 9090, Peoria, Illinois 61612-9090, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective, May 1, 2006 the Employer shall contribute to the Trust the sum of \$.12 per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the Individual Local Union's jurisdiction, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust. See Addendum II.

Section 7. Illinois Laborers' Legislative Committee Commencing May 1, 2006 the Employer agrees to make payments to and be bound by the Illinois Laborers' Legislative Committee including any amendments or changes thereto. The Employer shall deduct from the wages of his employees covered by this Agreement, the sum per hour as listed in Addendum II for each hour or portion thereof, including overtime hours worked by the employee and remit the same to the North Central Illinois Laborers' Health & Welfare Fund office, P.O. Box 9090, Peoria, Illinois 61612-9090. The Employer may request a copy of the receipt of a proper assignment executed by an employee.

The Union agrees that it will indemnify and hold harmless the EMPLOYER from any and all claims, suits, causes of action or otherwise, as regards the creation and administration of the dues check off established by this Section and such indemnity and agreement to hold harmless shall include the payment of costs and attorney's fees on behalf of the beneficiaries of such indemnity.

Section 8. Illinois Valley Labor-Management Trust The Employer agrees to make payments to and be bound by the Illinois Valley Labor-Management Trust including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Illinois Valley Labor-Management Trust the sum of \$.04 cents per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. Effective May 1, 2021, the contribution rate will be \$0.06 per hour. See Addendum II.

Section 9. Illinois Valley Construction Industry Advancement Fund Commencing May 1, 2017 the Employer agrees to make payments to and be bound by the Illinois Valley Construction Industry Advancement Trust including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Illinois Valley Construction Industry Advancement Fund the sum of \$.20 cents per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. The IVCAF reserves the right to increase the contribution rate throughout the term of the Agreement. If a contractor, pursuant to an international agreement refuses to pay monies into the Illinois Valley Construction Industry Advancement Fund, the amount of that contribution will be added to the basic rate of hourly pay of the Individual Laborer. See Addendum II.

Section 10. Market Preservation Fund. The Employer shall deduct from the wages of his employees covered by this Agreement, the sum per hour as listed in Addendum II for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction and remit the same to the North Central Illinois Laborers' Health & Welfare Fund office, P.O. Box 9090, Peoria, Illinois 61612-9090.

Section 11. Payments to the office of the aforesaid Plans and Funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

ADDENDUM II

Section 1. Working Dues Check-Off. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall upon receipt of a proper assignment executed by an employee deduct the authorized membership working dues from the wages of each Employee and forward such monies promptly to the North Central Illinois Laborers' Health & Welfare Fund office, P.O. Box 9090, Peoria, Illinois 61612-9090. Said monies should be in the Council office by the 15th of the following month covering the hours worked the previous month.

Section 2. Said failure to make the required dues payments at the time specified shall be deemed a gross breach of the Agreement by the Employer, and the Union shall be free to take any economic action, including refusal of Employees to work and picketing, to obtain Employer compliance with this Agreement, notwithstanding any other provisions of this Agreement.

Section 3. Wages, Fringe Contributions and Deductions. EFFECTIVE: May 1, 2020, the wages, fringe contributions, and deductions for **Heavy and Highway and Building Construction** shall be as described below:

WAGES:

BASIC RATE:	\$31.62
SEMI-SKILLED RATE: (See Article XXIV)	\$31.82
SKILLED RATE: (See Article XXIV)	\$32.02

CONTRIBUTIONS:

PENSION:	\$13.69
NORTHERN IL ANNUITY: Straight time	\$ 3.00
NORTHERN IL ANNUITY: Overtime	\$ 4.50
NORTHERN IL ANNUITY: Double time	\$ 6.00
NORTH CENTRAL IL WELFARE:	\$ 8.50
Retiree Supplement	\$ 0.85
TRAINING:	\$.80
IL VALLEY LABOR MANAGEMENT:****	\$.04
L.E.C.E.T.:***	\$.20
MIDWEST FOUNDATION	
FOR FAIR CONTRACTING:	\$.12
IVC - INDUSTRY ADVANCEMENT FUND	\$.20
Local 393 Scholarship Fund	\$.05
TOTAL PACKAGE: (Basic Rate)	\$59.07

***Employers that perform work on Windfarms and Pipelines shall pay a L.E.C.E.T. contribution of \$0.28/hr

****The parties agree that the IL Valley Labor Management contribution will be \$0.06/hr effective May 1, 2021

DEDUCTIONS:

DUES CHECK-OFF	5.5% gross
(calculated as a percentage of gross pay)	
VACATION FUND	\$ 2.50
(per hour deducted from net wages)	
ILLINOIS LABORERS'	
LEGISLATIVE COMMITTEE:	\$.15
MARKET PRESERVATION FUND	\$.25

Wage increase of \$3.50 per hour effective May 1, 2021

Wage increase of \$2.25 per hour effective May 1, 2022

IN WITNESS WHEREOF, the parties have affixed their signatures which officially bind said parties under the provisions of this Agreement.

ILLINOIS VALLEY CONTRACTORS ASSOCIATION

Daniel F. Aussem 05-04-2020
By: Daniel F. Aussem, Executive Director Date
Phone: (815) 223-0561

GREAT PLAINS LABORERS' DISTRICT COUNCIL

OK 5/4/2020
By: Tony Penn, Business Manager Date
Phone: (309) 275-0744

LABORERS' LOCAL UNION #393

Kevin Dale 5-1-20
By: Kevin Dale, Business Manager Date
Phone: (815) 795-2829

Contractor's Signature

Contractor's Name

Contractor's Address

City and State

Zip

Telephone Number

Facsimile Number

Date

Central Laborers' Pension Fund

Contributions for the above listed Fund(s) shall be mailed to the Central Laborers' Pension Fund office at P.O. Box 1267, Jacksonville, Illinois 62651.

**North Central Illinois Laborers' Health & Welfare Fund
Northern Illinois Welfare Fund
Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program
Great Plains Laborers' District Council Dues Check-Off
Illinois Valley Construction Industry Advancement Fund
Laborers' of Illinois Vacation Fund
Laborers'-Employers' Cooperation and Education Trust
Midwest Foundation for Fair Contracting
Illinois Valley Labor Management Trust
Illinois Laborers' Legislative Committee
Great Plains Laborers' Annuity Fund**

Contributions for the above listed Funds shall be mailed to the North Central Illinois Laborers' Health & Welfare Fund office at P.O. Box 9090, Peoria, Illinois 61612-9090

**LABORERS' LOCAL UNION NO. 393
Kevin Dale, Business Manager
322 Main Street
Marseilles, IL 61341
Phone: (815) 795-2829**

ADDENDUM II

Section 1. Working Dues Check-Off. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall upon receipt of a proper assignment executed by an employee deduct the authorized membership working dues from the wages of each Employee and forward such monies promptly to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615. Said monies should be in the Council office by the 15th of the following month covering the hours worked the previous month.

Section 2. Said failure to make the required dues payments at the time specified shall be deemed a gross breach of the Agreement by the Employer, and the Union shall be free to take any economic action, including refusal of Employees to work and picketing, to obtain Employer compliance with this Agreement, notwithstanding any other provisions of this Agreement.

Section 3. Wages, Fringe Contributions and Deductions. EFFECTIVE : May 1, 2022, the wages, fringe contributions, and deductions for Heavy and Highway and Building Construction shall be as described below:

WAGES:

BASIC RATE:	\$34.11
SEMI-SKILLED RATE: (See article XXIV)	\$34.26
SKILLED RATE: (See article XXIV)	\$34.46

CONTRIBUTIONS:

PENSION:	\$14.37
NORTHERN IL ANNUITY:	\$5.50/ST
	\$8.25/OT
	\$11.00/DT
NORTH CENTRAL IL WELFARE:	\$8.50
NORTHERN IL WELFARE:	\$0.85
TRAINING:	\$0.80
IL VALLEY LABOR MANAGEMENT:	\$0.06
L.E.C.E.T:	\$0.23
MIDWEST FOUNDATION	
FOR FAIR CONTRACTING:	\$0.15
IVC - INDUSTRY ADVANCEMENT FUND:	\$0.25
LOCAL 393 SCHOLARSHIP FUND:	<u>\$0.05</u>
TOTAL PACKAGE: (Basic Rate)	\$64.87

DEDUCTIONS:

DUES CHECK -OFF	5.5% gross
(calculated as a percentage of gross pay)	
VACATION FUND:	\$2.50
(per hour deducted from net wages)	
ILLINOIS LABORERS'	
LEGISLATIVE COMMITTEE	\$0.16
MARKET PRESERVATION FUND	\$0.25

Employers that perform work on wind farms and pipelines shall pay a L.E.C.E.T. contribution of \$0.30/hr

IN WITNESS WHEREOF, the parties have affixed their signatures which officially bind said parties under the provisions of this Agreement.

ILLINOIS VALLEY CONTRACTORS ASSOCIATION

Daniel F. Aussem 05-04-2022
By: Daniel F. Aussem, Executive Director Date
Phone: (815) 223-0561

GREAT PLAINS LABORERS' DISTRICT COUNCIL

[Signature] 5/5/2022
By: Tony Penn, Business Manager Date
Phone: (309) 692-8750

LABORERS' LOCAL UNION #393

Kevin Dale 5-4-22
By: Kevin Dale, Business Manager Date
Phone: (815) 795-2829

Contractor's Signature

Contractor's Name

Contractor's Address

City and State

Zip

Telephone Number

Facsimile Number

Date

AGREEMENT

between

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

and

LOCAL UNION #751 (KANKAKEE)

of the

GREAT PLAINS LABORERS' DISTRICT COUNCIL

covering

HIGHWAY/HEAVY and UTILITY CONSTRUCTION

in

**DISTRICT #3
FORD, IROQUOIS and KANKAKEE COUNTIES**

EFFECTIVE: MAY 1, 2022
EXPIRATION: APRIL 30, 2027

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AGREEMENT

ARTICLE 1 PARTIES AND SCOPE

Section 1. This is an Agreement by and between the Associated General Contractors of Illinois (AGGI) on behalf of firms for which they have bargaining rights and Laborers' International Union Local 751 Kankakee, of the Great Plains Laborers' District Council (GPLDC).

Section 2. This Agreement shall be in effect on Highway/Heavy and Utility Construction and covers all work covered outside the foundation of the building within the boundaries of the above-mentioned Local Unions in the following counties:

Ford, Iroquois and Kankakee

Section 3. This Agreement shall prevail from May 1, 2022 through April 30, 2027 for Local #751 (Kankakee) and shall continue thereafter unless either party to this Agreement gives sixty (60) days to ninety (90) days written notice prior to the expiration date of this Agreement, by registered or certified mail, expressing a desire to make amendments to the Agreement, upon expiration of same. If after such reopening the parties are unable to agree upon such new wage rates, the Union may, following a 10-day notice of intent to do so, engage in a strike for the purpose of securing its demands, and no other provisions of this Agreement shall bar such action.

Section 4. The term "Laborer", as used herein shall apply to any employee covered by these Articles of Agreement.

Section 5. Individual contractors signatory hereto who are not represented by the Association agree also to be bound by any amendments, extensions, or changes in this Agreement agreed between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless between sixty (60) and ninety (90) days prior to the expiration of this or any subsequent Agreement said individual contractors notify the Union and the Association in writing that it revokes such authorization. Further, said individual contractor agrees that notice served by the Union upon said Association and the Mediation Services for reopening, termination or commencement of negotiations shall constitute notice upon such individual contractor signatory hereto.

Section 6. Where used in this Agreement, unless the contract requires otherwise, words imparting the masculine gender include the feminine gender.

ARTICLE 2 THE PURPOSE

The purpose of this Agreement is to set forth the agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish an effective and impartial procedure for the peaceful settlement of disputes and grievances.

**ARTICLE 3
UNION RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours, and other working conditions for all laborers and (laborer) watchmen covered by this Agreement. The Union herein requested recognition from each employer as the majority or section 9(a) representative of its bargaining unit employees; that each employer recognized the Union as the majority or Section 9(a) bargaining representative; and that each employer's recognition herein was based upon the union's having shown, or having offered to show, conclusive evidence of majority support in the appropriate bargaining unit herein.

**ARTICLE 4
LIABILITY CLAUSE**

It is understood and agreed that the Negotiating Agent (Association) shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint.

It is understood and agreed that the District Council is acting only as Agent to negotiate and execute this Agreement and in no event shall the District Council be bound as a principal or be held liable in any manner for any breach of this contract by any Local Union. It is further agreed and understood that the liabilities of the Local Unions who are bound by this contract shall be several and not joint.

**ARTICLE 5
MANAGEMENT RIGHTS**

The Employer retains the right to manage its operation and direct the work forces; to be the judge of the number of employees required on any work; to assign employees as in the Employer's judgment the operations may require.

The Employer may discharge for just cause or lay-off employees as he sees fit, provided no employee is discharged or discriminated against because of Union activities.

It is understood and agreed that when working in the jurisdiction of Laborers' Local 751, signatory contractors shall have the right to direct Laborers to perform work as assigned.

**ARTICLE 6
JURISDICTION OF WORK**

The Laborers' International Union's jurisdiction includes but is not necessarily limited to the following:

All operation of drilling holes by air operated equipment or tools for all crafts; the unloading, handling and distributing and laying of sanitary sewers and storm sewers.

Wrecking, stripping, dismantling, cleaning and moving of all concrete forms. Cutting off concrete pile.

The digging and laying of conduit lines and sewer tile, including electrical conduit lines on Windfarm and Solar Projects.

All labor work on all machines, setting, lining and leveling of all slab road forms.

Servicing the cement finisher, driving of all stakes, the placing of forms and screeds, including steel curb and gutter for sidewalk screeds to the point of installation.

The laying and assembling of temporary water lines and dismantling of same and all connections.

Tenders to carpenters.

The handling and erection, dismantling of all cement, rock, gravel, sand, asphalt and other building material bins.

Portable batch hoppers, weight men, dumpers, level men, hooking and unhooking.

Flagging, signaling on all machinery and other equipment on all work covered under the jurisdiction of this agreement.

Men on all vibrators, power tampers, concrete saws, buggies and other equipment used to perform laborers' work.

Laying, jointing and pointing of all sewer tile.

The laying of all temporary gas, oil, air, water and other pipe lines of all work covered under the jurisdiction of this Agreement.

All labor work pertaining to asphalt.

The cutting and burning of all scrap and the use of all cutting torches and other welding equipment used to perform the work covered under the jurisdiction of this Agreement.

Dynamite men.

The applying of all mastic to bridges, culverts and head walls, the cooking and heating of all mastics used covered by this Agreement including all waterproofing materials. The waterproofing membrane systems for bridge decks and waterproofing for box culverts on site.

The placing of all divided boards in batch trucks.

When loading and unloading of service trucks is required, truck driver's helpers (minimum of one (1) laborer) would be assigned to service trucks for the purpose to load and unload materials for crafts Laborers tend.

The laying, placing and installation of all steel casing, corrugated casings, multiple plate and precast concrete and all other material used for casing, tunnels and tunnel lining.

The unloading, loading, handling, and carrying to the place of installation of all rods and material for use in reinforced concrete construction shall be done by the laborers and the hoisting of the same where done by hand power.

The use of jackhammer or paving breaker and all concrete removal and any and all work where jackhammer or paving breaker is used.

The unloading or handling of pre-cast or pre-stressed concrete to a stockpile. Where power is used, the tying on of pre-cast or pre-stressed concrete, preparatory to final installation.

All laborer work on all curb and gutter machines.

The placing and leveling of concrete to grade by any mode or method.

Removal of snap ties, the placing and removing and tending of barricades, flares and signal lights. All cleaning of mud, debris, grease, oil, etc. from machinery and parts thereof.

Men in tool rooms, store rooms, stockpiles, storage building and sheds; handling material in and out of same.

The handling of winches on all trucks, crane derricks, and other machinery used to perform laborers' work.

The operation of gas and electric saws for tree work, the operation of machinery in connection with stump cutter.

Maintenance and servicing of Nelson Heaters.

The hod carriers shall, if any conveyor is used to hoist bricks or material to the masons, man and operate such equipment.

All gunnite work one and one-half (1½) inches, all laborer work on cement guns, the nozzle man and machinery operator on all gunnite work.

Carpenter tenders, the conveying, handling, unloading and loading, hoisting, assorting of all lumber, all labor work required around carpenters, the cleaning up after carpenters.

Signal men on all dozers, highlifts, cranes, draglines, backhoes, clamshells, trenching machines or any other mechanical devices used to displace labor in digging of earth.

On dirt fill jobs, spotter and grade men and signal men.

Rigs and derricks, the handling of all fuel to all machinery regardless of type of fuel. Deck hands on all floating rigs, barges, work boats, etc.

Watchmen and flagmen. Janitors and cleanup work. All window washing on new construction. All landscape work on work covered by this Agreement.

Rod men and chainmen. Handling of targets and engineers rods.

GPS if assigned by general/prime contractor to a craft (Does not apply to work performed by a professional firm).

Concrete and Asphalt Testing and Quality Control - All work in connection with quality assurance/quality control and the collection and testing of construction materials and soil samples for the purposes of quality control/quality assurance (Does not apply to work performed by a professional firm).

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt. (Does not apply to work performed by a professional firm). 80% of the current hourly rate with full fringe benefits for Laborers starting after June 1, 2012.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures. (Does not apply to work performed by a professional firm). 80% of the current hourly rate with full fringe benefits for Laborers starting after June 1, 2012.

Reinforced concrete stack work except footing or bases.

Handling creosote and creosote work on railroads.

Sandblasting, skilled work.

1. **TENDERS** - All laborers work, skilled, semi-skilled in connection with the following: tenders and helpers for masons, millwrights, carpenters, plumbers, steamfitters, operating engineers, finishers, civil engineers, plasterers, ironworkers, sheet metal and other building construction crafts, where skilled, semi-skilled and unskilled labor are connected herewith.

Tending shall consist of preparation of materials and handling and conveying of materials to be used by the above mentioned craftsmen, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said materials, and all other materials to such craftsmen, whether by silo mixer, bucket, hod, wheelbarrow, buggy, or any motorized unit used for such purpose, including bobcats and unloaders for cement masons and concrete contractors, forklifts for brick masons and/or any other machine which replaces the wheelbarrow or buggy.

2. **SCAFFOLDING** - Erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades. Building, planking or installation and removal of all staging, swinging, and hanging scaffolds, including maintenance thereof. Where self-supporting scaffolds or staging over fourteen feet in height or specially designed scaffolds are built by Carpenters, tending Carpenters on erection thereof, the dismantling of said scaffolds as well as preparation for foundation or mud-sil for said scaffold and maintenance of same. Tubular and swinging, patent, hanging, look out, buck arm, etc.; laborers engaged in installing, relocating and removing all swinging and tubular scaffold, similar to scaffold of this type installed by the Patent Scaffolding Company of Safway Steel Scaffold Company, when the Contractor is engaged

in maintaining this type of scaffold, subsequent to original installation, including raising, lowering and planking.

3. EXCAVATIONS AND FOUNDATIONS, SITE PREPARATION AND CLEARANCE, TRANSPORTATION AND TRANSMISSION LINES - Excavation for all construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as access road, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines. Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables. On-site preparation and right of way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, offbearers, lumber handlers and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences, clean-up of right of way, including typing on, signaling, stacking of brush, trees or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sandbags, handling timber and loading and unloading same.

4. STREETS, WAYS AND BRIDGES - Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, setting of string line for grade and curb machine, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing mats or wire mesh, for the above work, loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screeding for strike-off of concrete used therefor. The setting, leveling and grouting of all precast concrete or stone curb sections. The unloading, handling, placing, laying of mesh and reinforcing rods on highways, slope walls, roadways, streets, alleys, airport runways. The unloading, handling, and carrying of concrete reinforcing bars to the panel in which they are to be used, placement of all pavement steel including center strip and accessories. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip rap or retaining walls such as stone, wood, metal, concrete or other materials and the preparation of surfaces to receive same.

5. CONCRETE BITUMINOUS CONCRETE AND AGGREGATES - Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors, or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation

of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, dumping and unhooking the bucket. The cleaning, hooking and unhooking, flagging, spotting for all bulldozers, cranes, trench machines, derricks, trucks, highlifts, tractors, the carrying of coal and other fuels. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, rodding or screeding, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstone or air or water. The filling and patching of voids, crevices, etc. to correct defect in concrete caused by leakage, bulging, sagging, etc. The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used. All work on interior concrete columns, foundations for engine and machinery beds. The original form, and the stripping of forms on all flat arch work. The moving, cleaning, oiling and carrying of all forms to the next point of erection. The snapping of wall ties and removal of the rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms and all skilled, semi and unskilled work connected therewith.

6. TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC. - Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches, construction of manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping. All laborers associated with Geothermal work.

7. SHAFTS AND TUNNELS, SUBWAYS AND SEWERS- Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting and gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and

landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system. Laying of all sewer pipe and pointing of same.

8. COMPRESSED AIR - In compressed air all work underground or in compression chambers, including tending of the outer air lock. All work in compressed air construction; including, but not limited to group men, trackmen, blaster, shield driver, miners, brakemen, miner's helper, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powder men or blasters, air hoist operators; form men, concrete blower operators, key board operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skinner, track layers, dumpmen, diamond drillings, timbermen, cherry pick men, nippers, chuck tenders and cable tenders, vibratormen, jet gunmen, gunnite nozzle men, gunmen, reboundmen and all other work connected therewith. The drilling and blasting, running of jackhammers, wagon drills, concrete breakers and all work in compressed air construction.

9. SEWERS, DRAINS, CULVERTS AND MULTIPLE - Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiple. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing, breaking of concrete. Backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, concrete, non-metallic and metallic sewer to building or structures. Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields. Sewer, waterworks, concrete reservoirs, and utility construction work is defined as including construction of storm sewers, sanitary sewers, lift stations, sewage lagoons, supplying and distribution waterlines, drainage, telephone and television conduit, underground electrical lines and similar utility construction, main water lines and trunk sewers connecting waterworks and/or sewage disposal plants, water treatment plants, filtration plants, or pumping stations and work in construction of sewage disposal plants, water treatment plants, filtration plants, or pumping stations. Such work includes any and all structures including buildings, in relation to such work.

10. UNDERPINNING, LAGGING, BRACING, PROPPING AND SHORING - Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right of way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and backfilling, landscaping old and new site.

11. DRILLING AND BLASTING - All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines, and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of exploding, carrying to point of blasting, loading holes, setting fuses, making primers and explosive charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high

scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

12. **SIGNAL MEN, FLAGGERS** - Signal men on all construction work defined herein, including traffic control signal men at construction sites.

13. **GENERAL EXCAVATION AND GRADING** -The clearance, excavating, filling, backfilling, grading and landscaping of all sites for all purpose and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

14. **GENERAL** - Material yards, asphalt plants, concrete products plants, and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of a skilled and semi-skilled nature including laborers, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, tool room men.

15. **PIT YARDS, QUARRIES, ETC.** - All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants.

16. **WRECKING** - The wrecking or dismantling of buildings and all structures, breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All clean-up removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

17. **RAILROAD TRACK WORK** - Right of way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right of way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

18. **USE OF TOOLS** - Operation of all hand, pneumatic, electric motor, combustion or air-driven tools or equipment necessary for the performance of work described herein.

The curing and covering of concrete by any mode or method excluding self-propelled machines. Filling machines, mixing curing compounds and delivering curing compounds to machines.

Swamping on heavy equipment.

Driving of all stakes.

Writing of scale tickets at gravel pits, asphalt plants and all temporary plants.

Driving stakes and setting of all string lines for all electronic devices for maintaining elevations on subgrade, subbase, concrete and asphalt pavements, which includes C.M.I. Rex and Barber-Greene pavers, formless curb machines and the like; also checking the grades on said machines.

To load and unload, distribute, fill, clean and maintain all water containers on the job site.

Jurisdictional Disputes Employer agrees to make job

assignments according to:

1. Agreement by crafts.
2. Area practice in the locality.
3. Employer preference.
4. In the event a Jurisdictional Dispute exists, the following procedure shall be followed to resolve the dispute.

Employer agrees to meet with the disputing Union representatives within forty-eight (48) hours and attempt to resolve the dispute. If no agreement is reached by the Local Business Manager, the District Council shall be notified and the dispute shall again be attempted to be settled at that level.

If an agreement is not reached at that level, the International Union shall be notified requesting representatives for a settlement attempt. Resolution of disputes shall be in accordance with decisions or agreements of record or practice in the locality. The Employer shall make the work assignment decision for every job site jurisdictional dispute, when agreed upon, will be recorded in writing signed by the Employer and retained by the parties concerned. Provided however, the Employer shall not be liable for any back pay award if the jurisdictional assignment is changed as a result of this process. Assignments of work shall only be made by the Employer and not by any of his foremen or superintendent(s).

ARTICLE 7 REFERRAL AND CODE OF PERFORMANCE CLAUSE

Section 1. The Employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Office as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, national origin, religious affiliations, Vietnam Era veterans, disabled veterans, individuals with disabilities or any other characteristic protected by law.

When an Employer calls the Referral Office for journeyman laborers and/or apprentices they shall be dispatched in a non-discriminatory manner as follows:

Registration and referral shall be on a non-discriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Referral Office shall maintain the following lists on which journeyman laborers and apprentices in the construction and maintenance industry may register for referral at any time during the hours which the Referral Office is open for registration of applicants.

The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions of this Agreement relating to referral procedure and Union security.

The Employer shall recognize the Union's Referral Office in the geographical area covered by this Agreement as follows:

Apprentices shall be referred under a separate out-of-work list.

A. Group A - All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the construction industry for one thousand (1,000) hours as a construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

A-1. Group A-1 - All apprentices will be on the A-1 list and will be listed according to their apprenticeship year. Apprentice applications will be taken at the Local Union halls on the first Tuesday of each month from 8:00 a.m. to 12:00 p.m.

For apprentices enrolled in the Construction Craft Laborer Apprenticeship Program the term of apprenticeship shall be approximately three (3) years and (3000/6000 hours) of on the job diversified work and training, excluding time spent in related instruction. Each apprentice must work a minimum of 1,000 hours each year to advance to the next year's pay rate. Each year will have 200 hours of training.

- (a) First year 75% of the journeyworker rate and full fringe benefits
- Second year 85% of the journeyworker rate and full fringe benefits
- Third year 95% of the journeyworker rate and full fringe benefits

Employers will be notified of the correct percentage of the journeyworker rate for each apprentice by the Fund Administrator.

Ratio and Supervisor.

One (1) journeyworker to one (1) apprentice on a two (2) worker job;
One (1) apprentice to two (2) journeyworkers on a three (3) worker job;
Two (2) apprentices to four (4) journeyworkers on a six (6) worker job;
Three (3) apprentices to nine (9) journeyworkers on a twelve (12) worker job;
Four (4) apprentices to twenty-five (25) journeyworkers;
Five (5) apprentices to thirty-five (35) journeyworkers; Six
(6) apprentices to fifty-five (55) journeyworkers,
And one (1) apprentice to twenty (20) journeyworkers thereafter.

Apprentices shall work under the supervision of competent and qualified journeyman laborer on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and in special off-job courses.

(b) The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Trust Fund, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and

Declaration of Trust. The Employer hereby designates as his representative such Trustees as may be from time to time appointed to serve as Employer Trustees herein.

B. Group B - All persons who have been employed five hundred (500) hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer during the past one (1) year in the geographical area embraced by the Referral Office where the work is to be performed.

C. Group C - All persons who have been employed five hundred (500) hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer during the past one (1) year in the geographical area embraced by the Great Plains Laborers' District Council.

D. Group D - All applicants not qualifying for Groups A, B or C.

All referrals, based on hours worked within the A, B, C and D classification, shall move a maximum of one group per calendar year effective January 1 of the preceding year. The referral must continue to have worked the minimum hours in their classification A, B, C or D or he will be moved to the appropriate list January 1 of the preceding year. Hours worked will include training hours and injury hours documented by a doctor's statement as actual hours worked. Referrals who are off due to illness for a minimum of two (2) weeks with a doctor's statement will remain on the current out-of-work list.

The foregoing lists shall be maintained on the basis of the written Agreement of the person seeking active employment and such other information available to the Referral Office. The Local Union will require employees to fill out the same referral application.

Section 2. All journeymen registering for active employment shall set forth their name, address, telephone number and state any skills the applicant possesses and the jobs the applicant is able to perform including any relevant licenses or certifications. Blank applicant referral forms will be available at the Union's Referral Office. The Local Union will complete an out-of-work list consisting of the journeymen and apprentices who have registered their availability for referral.

Referrals may register, when laid off, by phone within their monthly registration period, provided the referral submits to the hiring hall written confirmation of his phone-in registration within forty-eight (48) hours.

Registration of such referrals shall be done by groups as set out above. Each applicant shall be registered in the highest group for which he qualifies and registrant in Group A shall be first referred, then Group B, then Group C and then Group D in that order. Group A-1, Apprentices, shall be referred on a separate list. Referral Office shall give proper consideration to a signatory contractor's request for persons with specialized training skills.

The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive five (5) days' pay at straight time if employed.

Section 3. Employers may request former employees for referral to a job or project, in writing if requested by the Business Manager, and the Union Referral Office shall refer said former

employees to the job or project provided they are properly registered applicants in the Referral Office, are available for work at the time of the request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within twenty-four (24) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such former employees.

Section 3a. Employers who have maintained an office in Local 751's jurisdiction for the previous two (2) years may request Group "A" Referrals by name for referral to a job or project, in writing if requested by the Business Manager, and the Union Referral Office shall refer said Referrals to the job or project provided they are properly registered applicants in the Referral Office, are available for work at the time of the request, and provided further, that no employees shall be laid off or discharged to make room for such former employees.

Section 4. To notify an applicant of a job referral, the Local Union shall call the referral at the telephone number on file. The Local Union shall record the date and time of the call, the person making the call, the name of the Employer, the location of the job and the starting time and date of the job.

Section 4a. Any applicant who refuses or is unavailable for two consecutive referrals shall be moved to the bottom of the proper out-of-work list. Referrals will be considered unavailable if they cannot be reached after three calls have been placed to the telephone number provided by the applicant, unless the applicant has given the Local Union's Referral Office notice in writing of unavailability for a period not to exceed thirty (30) days. Neither the Union, its agents, nor the Local Union's Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the out-of-work list, if such applicant is not available when referrals are made.

Section 4b. All applicants shall be available by telephone between the hours of 6:30 a.m. to 8:30 a.m. and 2:30 p.m. to 4:30 p.m. Monday through Friday.

Section 5. LIUNA Local 751 (Kankakee) of the Great Plains Laborers' District Council agrees to indemnify and save the Employer and the AGC of Illinois harmless against any and all claims, demands, actions, damages, orders and decrees for the payment of any monies, including penalties and back wages, that may arise out of or by reason of action taken by or the failure to act by Local 751 when obligated to do so in connection with the provisions governing operations of the Union's Referral Office.

Section 6. The Employer retains the right to reject any job applicant referred for just cause. The Employer shall have the right to hire and discharge for just cause. The Union may within three (3) days after a referral has been rejected or discharged request the reasons for the rejection in writing. Hiring of employees shall be on a non-discriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 7. The Employer, in requesting referrals shall specify to the Union (a) the number of employees required, (b) the location of the project, (c) the nature and type of construction, demolition, etc. involved, (d) the work to be performed, (e) length of project, (f) special skills and/or training, and (g) such other information as is deemed essential by the Employer in order to enable the Union Referral Office to make proper referral of qualified applicants.

Section 8. When the Local Union's Referral Office determines that the referral who is first on the out-of-work list cannot be referred because of refusal, unavailability, or lack of required skills the Local Union's Referral Office shall then refer the next referral who is willing, available and has the required skills.

Section 9. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees, the Union may contact other Laborers' Locals to fulfill the Employer's request. Then if the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants directly. In such event the Employer shall notify the Union office of the names of the persons employed and the dates of the hirings; such notice shall be given within forty-eight (48) hours of the hiring.

Section 10. It is understood and agreed that any employee, except for key personnel, employed by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location on any project within the jurisdiction of the referring Local Union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in the displacement of another employee.

CODE OF PERFORMANCE

To implement the LIUNA Code of performance adopted by LIUNA, the Employer agrees to designate discharges "for cause", when appropriate and to substantiate such cause if necessary in proceedings under the Code of Performance.

This clause is intended only to assist the Union in implementing its Code of performance, and a worker's only rights there under are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this agreement, including not creating any new or additional right to reinstatement with or back pay from the Employer.

- (a) Should any Laborer referred for employment be terminated for cause as defined under the Laborers' Code of Performance, his or her referral privileges shall be suspended automatically for one month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge). A termination "for cause" under the Code is defined to include a termination for excessive absenteeism, excessive tardiness, insubordination, theft or lack of required skills. Lack of skills does not apply to apprentices.
- (b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of a designated panel or an arbitrator shall be final and binding.

- (c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council, may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.
- (d) The decision of the Committee will affect only the issue of eligibility for future referrals and will not affect the termination unless all parties expressly consent to have that issue considered by it.
- (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue/s. The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.
- (f) LIUNA Local Union 751 of the Great Plains Laborers' District Council agrees to indemnify and save the Employer against any and all claims, demands, actions, damages, orders and decrees for the payment of any monies, including penalties and back wages, that may arise out of or by reason of action taken by or the failure to act by the afore mentioned Local Union of the Great Plains Laborers' District Council when obligated to do so in connection with the provisions governing operations of the Union's Referral Office and Code of Performance.

ARTICLE 8 KEY MAN

The key man on any project or job shall be determined in a pre-job conference or agreement between the contractor and business representative of the Union.

In the event that an out of town contractor is paying any Laborer(s) a higher wage/fringe benefit package than set forth in Laborers' Local 751's Heavy/Highway Agreements, that contractor shall pay the higher wage/fringe packages to all other Laborers working on their projects in Laborers' Local 751's jurisdiction. This will be done by increasing the hourly wage of these Laborers. Employers who have maintained their main construction yard and office in Laborers' Local 751 jurisdiction are exempt from this paragraph.

**ARTICLE 9
UNION REPRESENTATIVE**

Section 1. The Business Manager of the Local Union or his authorized representative will have the right to visit all jobs where employees covered by this Agreement are or will be employed, to the extent it is within the power of the contractor to permit such visits.

Section 2. Laborers shall not include technical engineers, clerical employees, timekeepers, superintendents, master mechanics or general non-working foremen in charge of all classes of labor, excepting they do work which properly comes under the jurisdiction of Local Unions signatory to this Agreement.

The contractor shall have the right to assign his employees on the job to any particular work or classification of work and use his own judgment in this selection, providing the proper rate of pay is maintained.

**ARTICLE 10
STEWARD CLAUSE**

Section 1. The Business Manager may appoint a steward for a crew on all projects or portions of project, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. This will not be interpreted to require contractors to transfer a steward with a crew or any portion of a crew from the jurisdiction of Local 751.

Section 2. The steward is to perform all duties assigned to him by the Business Manager. The steward is to work the same as any other employee on the job.

Section 3. It shall be the duty of the steward to report to the Union any accident to any of the men which may occur on the job where employed. It shall be the duty of the steward to personally see to it that the injured employee is taken care of and his family notified without loss of time or pay to the steward so engaged. Any employee injured on a job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work, but requires subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in making such visits.

Section 4. The steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 5. The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union.

Section 6. The steward shall not be discharged because he is performing his duties as a steward, nor shall the steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

Section 7. The steward shall work when there is any work to be performed by the laborers. He shall be the last man on the job if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved, and a mutual understanding arrived at. The steward shall be allowed a reasonable amount of time to police the job when necessary.

Section 8. When an Employer sees fit to discharge an employee or employees or have a reduction in the work force, he is to notify the steward before taking such action.

Section 9. When a job is temporarily shut down due to weather, material shortages or similar cause, and employees are laid off, the steward shall be the first employee recalled to work when the work resumes, if qualified.

ARTICLE 11 UNION SECURITY

All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing in the Union as a condition of employment, no later than the eighth (8th) day following the beginning of their employment or the effective date of this Agreement, whichever is the later, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959.

Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this agreement to complete or maintain his membership because of nonpayment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no Employer, or the Union, shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the initiation fees and the periodic dues uniformly required as a condition of acquiring and maintaining membership.

ARTICLE 12 PENSION, ANNUITY, WELFARE, TRAINING, APPRENTICESHIP, CHECK-OFF, MARKET PRESERVATION, VACATION FUND, LECET, MRFFC, IAF, AND WAGES

Section 1. Pension Fund and Annuity Plan. The Employer agrees to make payments to and be bound by the Central Laborers' Pension Fund and Central Laborers' Annuity Plan, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall remit pension and annuity contributions to the Central Laborers Pension Fund as set forth in Addendum I for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. Annuity contributions for overtime hours worked to be paid at the applicable overtime rate.

Employers shall remit annuity contributions to the Central Laborers' Annuity Plan until such time the proposed Great Plains Annuity Fund is established, Trustees appointed and Trust document is signed and presented to the AGC of Illinois. At such time that the Great Plains Annuity Fund has met all appropriate legal criteria, said fund shall be added by means of an addendum to this Agreement and Employers will be notified to send their contributions to the North Central Illinois Laborers' Health and Welfare Fund.

Section 2a. Health & Welfare Fund. The Employer agrees to make payments to and be bound by the Northern Illinois Laborers' Health & Welfare Plan, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall remit contributions to the Northern Illinois Laborers' Health & Welfare Plan as set forth in Addendum I for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. Health and Welfare contributions for overtime hours worked to be paid at the straight time rate.

Section 2b. Health & Welfare Fund. The Employer agrees to make payments to and be bound by the North Central Illinois Laborers' Health & Welfare Plan, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall remit contributions to the North Central Laborers' Health & Welfare Plan as set forth in Addendum I for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. Health and Welfare contributions for overtime hours worked to be paid at the straight time rate.

Section 2c. The Employers accept and agree to be bound by the trust indentures and by the rules and regulations of the *above* Funds as though original parties thereto and by all amendments, modifications and supplements to the trust indentures and the plans of the *above* Funds made and approved by the Trustees.

Section 3. Training Fund. It is agreed that the Employer shall contribute to the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Fund in the amounts as set forth in Addendum I for each hour or portion thereof worked by an employee under this Agreement. This contribution shall be paid to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615-5650.

Section 4. Payments to the office of the aforesaid Plans and Funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

Section 5. Working Dues Check-Off. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall, upon receipt of a proper assignment executed by an employee, deduct the authorized membership working dues from the wages of each employee and forward such monies promptly. Local Unions will maintain current dues check-off authorization forms for each person referred to Contractors. Signatory contractors are entitled to view check-off authorization forms of workers they hire or can request copies of same by mail. Each Employer shall deduct from wage rates and pay to the Union a sum per hour for each hour which wages are paid as set forth in Addendum I. Dues shall be sent to the Laborers' Local 751 Office, 1390 Stanford Drive, Kankakee, IL 60901-9412. The said monies should be in

the fund Office by the 15th day of the following month covering the hours worked in the previous month.

Payroll Audits. The Employer agrees to submit the payroll audits for the limited purpose of assuring compliance with the Working Dues Check-off provisions set forth elsewhere in this Agreement. Such audits shall in all instances first be authorized by a committee comprised of an equal number of Employer and Union representatives, which committee shall be the joint committee established for negotiations and resolution of grievances pursuant to Article 27 of this Agreement. Audit findings shall be reported to this committee and actions for collection of delinquencies shall in all instances first be authorized by said committee. Where said committee is unable to agree by majority vote as to authorizing specific audits and/or of all or portions of audit delinquencies, such matters shall be treated as disputes in accordance with the provisions of Article 26 of this Agreement.

Failure to Pay. Said failure to make the required payment by the Employer at the time specified shall be deemed a gross breach of this Agreement by the Employer, and the Union shall be free to take any economic action, including refusal of employees to work and picketing to obtain Employer compliance with this Agreement, notwithstanding any other provisions of this Agreement.

Notification. Upon sixty-days advanced written notification prior to each anniversary date of this Agreement, the Union shall have the right to increase or decrease the Working Dues Check-off set forth in Addendum I. Such changes shall be promptly reflected in a signed amendment to this Agreement.

Section 6. Market Preservation. Upon receipt of a proper assignment executed by an employee, the Employer agrees to deduct from the wages of each employee the amount listed for Market Preservation in Addendum I and forward such monies to Laborers' 751 office, 1390 Stanford Drive, Kankakee, Illinois 60901-9412

Section 7. Laborers & Employers Cooperative Education Trust. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the North Central Illinois Laborers' District Council Laborers & Employers Cooperative Education Trust; and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representative such Trustees as may be, from time to time, appointed to serve as Employer Trustees herein.

The Employer shall contribute to the Trust the amount listed in Addendum I for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust and forward such monies to North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way Unit 3, Peoria, IL 61615-5650.

Section 8. MRFFC. It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Midwest Region Foundation for Fair Contracting the sum per hour as denoted in the Addendum pertaining to the Local Union Fund involved.

Section 9. IAF.

1. The EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of three cents (\$0.03) per hour worked for all hours paid at straight time or overtime to each employee working under this Agreement.
2. The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an EMPLOYER to comply with this Article shall be deemed a direct violation of the Agreement.
3. The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for.
4. Upon request, the EMPLOYER hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this Article.
5. The EMPLOYER and the Union agree that any action, including the filing of a law suit by the Association to enforce this Article is not subject to any of the grievance/arbitration provisions of this Agreement. If the Association files a lawsuit against an EMPLOYER to collect delinquent contributions under this Article, the EMPLOYER agrees that the Association shall be entitled to recover interest of five percent (5%) per annum on the unpaid or late-paid contributions and to recover attorneys' fees and cost.
6. INDEMNITY: The Association and EMPLOYER hereby agree to protect, defend, indemnify and hold harmless the Union who is party to or is bound by this Agreement against any and all loss, damages, costs and expenses (including reasonable attorneys' fees) and against, of and from any actions, demands, claims and all causes of action or other forms of liability asserted by the Association, Employer, person or governmental agency that may arise out of or by reason of action taken by the Union in agreeing to and complying with the provisions of this Section.

Section 10. Vacation Fund. The amount listed in Addendum I shall be deducted from the employee's hourly wage rate for each hour worked or paid to each employee covered by this Agreement and forward such monies to North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way Unit 3, Peoria, IL 61615-5650.

Section 11. If any Employer fails to pay wages, rates of pay are contained in signed Addendum hereto, or to pay into the above said funds, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

Section 12. For the purpose of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with this Agreement shall be counted as hours for which contributions are payable.

ARTICLE 13 PAYDAY

Section 1. The Employer may pay in cash or by check. In the event cash is paid, the employee shall be given a statement of earnings and deductions containing the Employer's name, phone number and address, date, the name of the person making the payment and the name of the person being paid. When checks are used, the check stub shall be the employee's name and also the contractor's name, address, date and all earnings and deductions made for the pay period that is covered by that check. The Employer shall have the right to make such deductions from the employee's salary as required by state and federal laws for social security, income tax and dues check-off. The Employer shall comply with all federal and state laws governing the unemployment of employees and liability to the general public, including workmen's compensation, FICA benefits, and agrees to carry on all laborers unemployment compensation.

Section 2. Wages shall be paid in cash or by check weekly, and not more than five (5) days' wages may be withheld at any time. Any workman laid off or discharged shall be paid his wages immediately. In the event he is not paid off, waiting time, not to exceed eight (8) hours per day at the regular straight time rate shall be charged until payment is made. By mutual agreement between the Business Manager and Employer, waiting time may be waived. When pay day is a regular holiday, employees shall be paid on the day before such holiday, prior to quitting time. On regular pay day employees must be paid prior to quitting time. Employees not paid prior to quitting time shall be entitled to pay at straight time rate for waiting. In case of bad weather, the pay checks shall be ready by 10:00 a.m. or sooner if possible on pay day. Regular pay day shall be determined at the pre-job conference, or agreement between the Business Manager and the Employer. If a contractor does not have an established bank account in the area where work is to be performed, he will provide a way for employees to cash their payroll checks.

ARTICLE 14 PREMIUM PAY

- A. Dynamite man - minimum four (4) hours pay at \$1.00 per hour above the prevailing rate and if he is required to work more than four (4) hours, he shall receive eight (8) hours at \$1.00 per hour above the prevailing rate, and if he shall have only four (4) hours to shoot dynamite, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular time.

- B. Hazardous Waste Workers, Asbestos Abatement Worker, Lead Base Paint Worker - minimum four (4) hours pay at \$1.00 per hour above the prevailing rate and if they are required to work more than four (4) hours they shall receive eight (8) hours at \$1.00 per hour above the prevailing rate, and if they shall have only four (4) hours to perform this work, they shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular time.

- C. When an employee works at a classification rate before 12:00 noon, he shall be paid at the applicable rate until the lunch hour. If an employee works after 12:00 noon at a classification rate, he shall be paid at the applicable rate until quitting time.

D. Except as provided elsewhere herein, all overtime work shall be paid at one and one-half (1½) times the regular rate.

ARTICLE 15 DEPTH AND HEIGHT PAY

Section 1. On scaffolding or false work, whether attached or free standing, staging, movable decks and slip forms, buildings, towers, tanks, or elevators and all height on new and old construction or wrecking, the hourly rate of pay shall be the regular rate of wages for the first twenty (20) feet and for each additional 20 feet or any fraction thereof, the rate shall increase twelve and one-half cents (\$0.125) per hour until the height of one hundred (100) feet has been reached. After the height of one hundred (100) feet has been reached, the rate shall increase twenty-five cents (\$0.25) for each twenty (20) feet or any fraction thereof and for every twenty (20) feet or any fraction thereof thereafter.

Section 2. When laborers are required to work six (6) to twelve (12) feet below immediate existing ground level on caisson, shaft, trench excavations and bridge work, they shall receive twenty cents (\$0.20) per hour premiums more than the classification they are working under and twenty cents (\$0.20) shall be added for each additional ten (10) feet or any fraction thereof below existing ground level - excluding foundation drain tile eight inches (8") and under.

Section 3. When laborers are required to work in a ditch or trench excavation, such safety measures as sloping, shoring, or bracing as are appropriate and reasonable under the circumstances shall be taken.

Section 4. When employee works under one of the higher classifications in Article 15 - Depth and Height Pay, before 12:00 noon, he shall be paid at the applicable rate until lunch hour. If employee works after 12:00 noon, he shall be paid at the applicable rate until quitting time.

All heights are subject to free fall.

ARTICLE 16 LABOR FOREMAN

Section 1. When there are six (6) laborers employed on a project or job, one laborer shall be a working foreman. For every six (6) additional laborers employed on a project or job, one shall be a working foreman. The contractor may advance a working foreman to a non-working labor foreman if he so desires.

Section 2. Employers shall appoint such foremen if any shall be needed. All such foremen shall be members Local 751 as provided in Article 11 hereof. Said foreman shall have been employed as a laborer in the area covered by this Agreement for a period of not less than one year and shall be paid at least \$1.00 per hour more than the rate of pay of the highest paid laborer under his supervision.

Section 3. General Labor Foreman shall receive \$1.50 per hour more than the highest paid man under his supervision.

ARTICLE 17 WATCHMAN CLAUSE

Watchmen shall receive straight time pay for all Saturdays, Sundays, and holidays. Time and one-half shall be paid for all overtime. If the watchmen are doing any work that comes under the classification other than watchman in this Agreement, they shall be governed by the working rules and rates of this Agreement.

ARTICLE 18 HOURS OF WORK AND HOLIDAYS

Section 1. Eight (8) nine (9) or ten (10) hours a day will constitute a days work between the hours of 6:00 a.m. and 5:30 p.m. as determined by the Employer and the Business Manager.

Flexible starting time and flexible lunch period provision of this Section shall automatically apply to contractors who have maintained an office within the jurisdiction of the contract for a period of one (1) year preceding each yearly anniversary of the Agreement. Employers who do not so qualify shall submit their starting time(s) plan to the Union at the pre-job conference. For these Employers starting time(s) shall be determined in a pre-job conference or agreement between the contractor and business representative of the Union.

The lunch period shall commence between 4th and 5th hour. Any other arrangement for the lunch period must be agreed to at the pre-job conference for that project. Laborers shall be paid at the time and one-half rate for working through the lunch period. Any violation of this clause or any pre-job agreement shall be subject to the grievance procedure.

At the discretion of the Employer, and if state and/or federal law allows, laborers may be required to work up to 4 hours on Saturday at the straight time rate of pay to make up for hours lost due to weather, Monday through Friday of the current week; provided that if employees of any other craft working on the job on Saturday receive overtime pay during the same work hours, the laborers shall receive the overtime rate of pay and further provided that such make up work shall be performed prior to noon on Saturday.

It is further agreed that if there is contention of misuse of the forty (40) hour work week as set forth above, the Article 27 Adjustment of Disputes should be in full force and effect.

Section 2. No contractor shall be permitted to shut down the job the day before or after a holiday solely because of the holiday, providing the holiday falls on a normal workday, providing there is laborers' work to be performed.

Section 3. Any overtime under thirty (30) minutes consists of thirty (30) minutes, over thirty (30) minutes shall be counted an hour.

Section 4. Legal holidays shall be: New Year's Day, Martin L. King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Veteran's

Day to be celebrated on the day as determined by a majority of crafts working the area. No work shall be done on Labor Day except as a condition of extreme emergency, and then only after consent is given by the Business Manager.

Section 5. If a holiday falls on Saturday, it will be observed on the previous Friday with the exception of Independence Day. If a holiday falls on Sunday, it will be observed on the following Monday. If a holiday falls on any other day, it shall be celebrated on that day. Double time shall be paid for work done on holidays and Sundays.

ARTICLE 19 SHOW-UP TIME AND STARTING TIME

Section 1. When an Employer requests qualified Laborers through the Union or recalls a previous employee, and the employee(s) reports on the job as ordered and is not put to work, they must be paid two (2) hours show-up time.

Section 2. When an employee employed on a job finishes their day's work and returns to work on the following day, he shall be allowed two (2) hours show-up time, unless he has been notified the day before that there would be no work.

Section 3. It is agreed, however, that the party of the first part will not be required to pay the show-up time as enumerated in Sections 1 and 2 on account of bad weather or for conditions beyond the control of the contractor, if he maintains a job office with telephone, which is open one and one-half hour before starting time. If the office has no telephone, then the contractor must make arrangements to have a telephone that the employees can call one and one-half hour before starting time to find out if there is to be any work or if he should report for work.

Section 4. If work is shut down after start because of weather or equipment breakdown, the laborer shall be paid actual hours worked or a minimum of two (2) hours.

Section 5. When employees commence work they must be given four (4) hours employment or pay. After four (4) hours of employment, employee shall receive eight (8) hours pay. The Employee shall remain on the job unless released by the Employer's supervision. If a job is shut down for reasons, other than the weather or equipment break-down, the employee will receive not less than four (4) hours pay.

Section 6. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.

Overtime compensation shall be paid at the rate of time and one-half (1½) the regular rate of pay, either before or after the established starting time and/or quitting time, including lunch periods. All work performed on Saturday shall be at the rate of time and one-half (1½) and all work performed on Sundays and holidays shall be paid for at the double time rate.

Section 7. On any election day workmen shall be given sufficient time off for the purpose of voting at their respective polling places.

**ARTICLE 20
SHIFT WORK**

Section 1. Multiple shifts:

(a) When so elected by the Employer, either a two shift or three shift arrangement may be worked for three (3) or more consecutive days provided that Local Unions signatory to this Agreement are notified forty-eight (48) hours in advance of the effective date of the starting of such multiple shift arrangement.

(b) On multiple shift arrangements, the work week shall start at 12:00 midnight Sunday and end at 12:00 midnight Friday.

(c) Employers shall have the right to designate the employees on any project or portion thereof who shall work on a multiple shift basis; provided however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed reasonable time necessary to change shifts.

(d) Day Shift - The day shift shall be from 8:00 a.m. to 4:30 p.m., exclusive of lunch period and the employees shall receive eight (8) hours pay for eight (8) hours of actual work.

Afternoon Shift - The afternoon shift shall be from 4:30 p.m. to 12:00 midnight, exclusive of lunch period and employees shall receive eight (8) hours pay for seven and one-half (7½) hours of actual work.

Midnight Shift - The midnight shift shall be from 12:00 midnight to 7:30 a.m., exclusive of lunch period, and the employees shall receive eight (8) hours pay for seven (7) hours of actual work.

Lunch periods - The regular lunch periods for all employees on shift work shall be as follows:

Day Shift	12:00 noon to 12:30 p.m.
Afternoon Shift	8:00 p.m. to 8:30 p.m.
Midnight Shift	4:00 a.m. to 4:30 a.m.

Shift premium pay shall be \$.40 per hour for the afternoon shift and \$.50 cents per hour for the midnight shift.

Section 2. When a shift is started on shift work, the men shall be paid for the full shift. If shift work is worked less days than the shift work article specifies - Article 19 - the second and third shifts shall be paid on overtime basis at the applicable rate. If employees are required to work other than the established shift hours, they shall be paid the applicable overtime rate.

Section 3. Special Shift. By mutual agreement between the Employer and Business Manager, if the Employer is required to perform work which cannot be performed during regular working hours, and employees may work a special shift, limited to seven (7) hours work, including lunch and receive eight (8) hours pay for the seven (7) hours work. Thirty (30) minutes shall be allowed for lunch after the completion of four (4) hours work. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours.

The Employer's request for this special shift must include the starting date, the approximate number of men involved and the estimated conclusion date.

ARTICLE 21 WORKING RULES

Section 1. Compensation shall be paid to employees being taken out of the jurisdiction of their respective Local Union.

Section 2. Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the workday.

Section 3. The contractor shall furnish all tools, overshoes, boots, rainpants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over.

Laborers will not be required to work in the rain unless in the case of extreme emergency, such as a concrete pour.

Section 4. It is understood that the Employer shall furnish gloves to the mason tenders or any employee handling bricks, blocks or tile.

Section 5. Cement car men are to receive the same number of hours of employment per day as the other laborers on the job.

Section 6. First aid kits shall be furnished and maintained on all jobs.

Section 7. If an employee wishes to take a vacation, he shall notify his employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

Section 8. There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

Section 9. A warm clean shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

Section 10. The contractor shall furnish ice water in sanitary containers with sanitary drinking cups, or provide drinking water through sanitary drinking fountains. The water shall be available on the job at starting time and ice shall be available one (1) hour after starting time. A Laborer shall maintain all water containers and ice.

Section 11. Refreshments brought to the designated work area when work commences may be consumed at the employee's designated work area providing same does not interfere with his normal productivity and/or efficiency.

Section 12. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.

Section 13. On any project or job where a central reporting place is designated the Employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one-half (½) of a mile or more from the point where the employees are to work. Vehicles shall be properly covered during cold and inclement weather.

Section 14. If laborers' work is being performed when cement finishers are working, they shall have one (1) laborer as a helper or as many as the job may require, until all laborers' work is completed. Laborers will not stay for the final troweling, unless laborers' work is contemplated.

Section 15. There will be one (1) laborer, or more if the job requires, to tend sawmen, clean up, get new lumber, etc.

Section 16. There will be one (1) laborer, or more if the job requires, to tend sandblasting.

Section 17. If a paving breaker or jackhammer is used, two (2) men will be used to operate same, if hammer weight is fifty (50) pounds or more when used horizontally, or eighty (80) pounds or more when used vertically. The second man will clean up when not operating hammer. The employees used for this work shall use safety glasses and ear plugs at all times, and if necessary, use respirators.

Section 18. No laborer shall leave the tool shed before the established starting time and shall have all tools put away by the established quitting time, unless instructed to work overtime.

Section 19. Laborers who are required to work after ten (10) hours on job sites covered by this Agreement, shall be provided with lunch, without cost to employee, and allowed to eat same without loss of time. In the event lunch is not provided, the employee shall receive an additional thirty (30) minutes pay.

Section 20. When any new men commence work, on the first day they must be given eight (8) hours pay except as provided in Article 19, Show-up Time.

Section 21. There shall be no scoop shovels used except on sawdust, cinders and snow - lightweight aggregate.

Section 22. There shall be no transferring of men from job to job during lunch period.

Section 23. When an employee reports for work on a premium time day, if he works less than four (4) hours, he shall receive (4) hours pay at the applicable rate. If he works more than four (4) hours, he shall receive eight (8) hours pay at the applicable rate.

Section 24. Employees will be required to call the Employer and the Union if he is not able to report to work.

Section 25. In the event of a tool checking system, where laborers check tools, a laborer shall be employed as tool crib man at minimum rate.

Section 26. On bridge decks, the plastic material handling, placing, unloading, setting whether the plastic is preformed or flowed into place, at the minimum scale applicable in this contract.

Section 27. Surveillance will be paid for actual hours worked up to forty (40) hours prior to overtime. There shall be no minimum schedule requirements. Employees performing surveillance work only will not be a part of the normal workforce.

ARTICLE 22 WORKMEN'S COMPENSATION INSURANCE, U.C. TAX AND O.A.S.I.

Section 1. The contractor shall carry Workmen's Compensation Insurance and shall pay Unemployment Compensation Tax and O.A.S.I. tax on all laborers in his employ. Copies of his Workmen's Compensation Insurance policy, or verification thereof, shall be furnished to the Union on request.

ARTICLE 23 BONDING REQUIREMENTS

For cause, unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least one full year immediately preceding the execution of this Agreement or any Employer who has been delinquent in wages and/or benefits shall obtain and maintain during the term of this Agreement a surety bond in the amount of Fifty Thousand Dollars (\$50,000) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund, Annuity Plan, Welfare Fund, Joint Apprenticeship and Training Fund, Laborers' & Employers' Cooperation and Education Trust, Market Preservation Fund, Vacation Fund and Working Dues Check-Off payments.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Annuity Plan, Welfare Fund, Illinois Laborers' and Contractors' Joint Apprenticeship and Training Fund or Laborers' & Employers' Cooperative Education Trust, Market Preservation Fund and Vacation Fund when due, the Union aggrieved employees or the Trustees of the Pension Fund, Annuity Plan, Welfare Fund, Illinois Laborers' and Contractors' Joint Apprenticeship and Training Fund, and Laborers' & Employers' Cooperative Education Trust, Market Preservation Fund and Vacation Fund or the Joint Negotiating Committee when pertaining to Working Dues Check-off, after written notice to the Employer and Bonding Company, may file claim to obtain payment, costs and reasonable attorney's fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

**ARTICLE 24
CHIMNEY, TUNNEL AND RAILROAD AGREEMENTS**

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Stack Agreement" covering the erection, alteration, repair and demolition of reinforced concrete and masonry chimneys.

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Railroad Construction Agreement" when the work awarded pertains to construction of railroad work.

All work coming under the "Tunnel Agreement" of the International Union will be done in accordance with the National Tunnel Agreement.

In the above instances, it shall be the duty of the contractor to notify the regional offices of the Laborers' International Union of North America, under whose jurisdiction the work is to be performed, when they are low bidder on a "Chimney Job" or a "Railroad Construction" job for the purpose of holding a pre-job conference covering that particular job. The contractor involved shall notify the Laborers' International Union of North America, Midwest Regional Office, 1 N. Old State Capitol Plaza, Suite 525, Springfield, IL 62701 (Phone 217-522-3381).

**ARTICLE 25
PRE-JOB CONFERENCE**

Section 1. A pre-job conference shall be held at least 48 hours prior to the starting of a job if requested by either party.

Section 2. Should an Employer evade a scheduled pre-job conference, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement. It is agreed that a contractor working within the jurisdiction of Local 751, shall notify the Business Manager before starting to work.

**ARTICLE 26
SUBCONTRACTING**

No Employer shall subcontract or assign any of the work described herein which is to be performed at the job site to any contractor, subcontractor or other person or party who fails to sign this Agreement with the conditions of employment contained herein including, without limitations, those relating to Union Security, Rates of Pay and Working Conditions, Hiring and other matters covered hereunder for the duration of this Agreement.

**ARTICLE 27
ADJUSTMENT OF DISPUTES**

Section 1. There shall be no strikes, work slow downs of any type, or lock outs during the term of this Agreement except as expressly provided for in violation of Articles 10, 11 and 24. Any dispute (other than jurisdictional) which may arise between the parties hereto, or any particular Employer

or Local Union covered by this Agreement, which cannot promptly and satisfactorily be resolved by this Agreement, shall be resolved in the following manner.

Section 2. The aggrieved employee, and/or union representative, and supervision of the Employer shall try to settle the grievance if possible. No employee grievance may be considered unless submitted in writing to the Union and the Employer within ten (10) days of alleged violation.

Section 3. Negotiating Committee. In the event the matter is not settled, it shall be referred to the Negotiating Committee consisting of an equal number but not to exceed three (3) Employer representatives and three (3) Union representatives, with the Employer representatives selected by the Association and the Union representatives by the District Council. After notice has been received by either the Association or the District Council, a meeting of the Negotiating Committee will be set up within fifteen (15) days. The determinations of the Negotiating Committee shall be governed by majority vote with each member in attendance having one (1) vote.

Section 4. Arbitration. Should the Negotiating Committee be unable to resolve the matter, then the Union or Association may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from either list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) recognized arbitrators. From the list so submitted, the parties shall within ten (10) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The party filing the grievance shall reject the first name. The parties recognize that time is of the essence. Expenses of arbitration, including the arbitrator's fee and expenses, will be borne equally by both parties.

Section 5. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement or any agreement made supplementary thereto. Wages, hours, fringe benefits are not arbitrable.

Section 6. Conclusiveness and Enforcement. The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding, and conclusive upon all parties (the Union, Employers, Association and employees and all claiming thereunder) and shall be one method of resolving such disputes, provided however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE 28 SAFETY

Section 1. It is recognized there are important roles to be performed by the employees and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.

Section 2. It is important to succeed in this cooperative effort because it is also recognized that failure can mean hardship to the employee and a threat to the security of his family.

Section 3. It is because of these mutual benefits that the employees, Union officials and management pledge to cooperate and do all that is possible to maintain a safe, hazard-free working environment.

Section 4. **Personal Cell Phone and Other Communication Devices:** Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

Section 5. All Laborers shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection.

Section 6. Failure on the part of an employee to comply with safety rules established by the Employer may be grounds for dismissal.

ARTICLE 29 Non-Prescription Drugs and Alcohol

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the employer's property, site of construction, or during working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or Non-Prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a Prescription and are not covered by a currently valid prescription endorsed by a qualified physician for use by named employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purposes of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. Provision for Employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Employers shall be responsible and liable for the administration of this policy. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act or other testing required by owner. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (SAMHSA) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Random Tests. All employees covered by this random drug test policy will be included as part of the group from which the Medical Review Officer (MRO) will randomly select employees by using a computer generated selection of social security numbers for testing per the requirements of the Employer's policy.

On a periodic basis the MRO will select randomly a number for random testing during that month.

Names selected will be forwarded to each Employer who will notify their employees selected to be tested.

The Employer will be given a date before which the individual must be tested. The persons to be tested shall not be informed before the actual test is to be performed.

Failure of the Employer to accomplish the above requirements in the time allotted will cause them to be out of compliance with the random testing requirements.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates (morphine & codeine), phencyclidine (PCP) and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by future Substance Abuse and Mental Health Services Administration (SAMHSA) direction.

Section 6. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

INITIAL TEST

Level-Nanogram/Mililiter (hereinafter referred to as ng/ml).

Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	2,000
Phencyclidine	25
Amphetamines	1,000

Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method:

CONFIRMATORY TESTS	LEVEL (ng/ml) 15*
Marijuana metabolite	150**
Cocaine metabolite	2,000
Opiates: Morphine	2,000
Codeine	25
Phencyclidine	500***
Amphetamines/Methamphetamine	

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Bexoylecgonine

***If methamphetamine, there must be >200 ng/ml of amphetamines

Alcohol test levels at or above .04 shall be considered a positive test for safety-sensitive equipment.

Section 7. Employees taking prescription medication which, according to their physician have physical or mental side effects which could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 8. Any employee with test results of negative shall be compensated for all hours lost. If an employee has a confirmed positive test, (s)he (a) will not be eligible for re-hire for up to thirty (30) days, or as determined by established company policy, (b) enrollment in and completion of a Substance Abuse Professional's (SAP) recommendations for return to duty at employee's own expense, and (c) agree to periodic follow-up drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Terminations under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to Article 27, Adjustment of Disputes, of this Agreement.

ARTICLE 30 MARKET PRESERVATION

The Business Manager with the approval of the District Council Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

On jobs where non-signatory contractors are bidding, the terms and conditions of employment shall be as mutually agreed to by the Employer and the Union. Once concessions are granted by the Business Manager with approval of the District Council Business Manager the following procedure shall be strictly adhered to:

Step 1. Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such request shall be directed to the appropriate Business Manager, who shall, as appropriate, grant concessions and modifications necessary to assure continued work opportunities for employees.

Step 2. Once a Business Manager agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) no later than two (2) working days prior to bid opening.

Step 3. Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project.

Any wage adjustments granted as a part of concessions for a specific project shall be established on a percentage of the base wage rate. Fringes and contributions shall continue to be paid as provided in the respective Collective Bargaining Agreements.

ARTICLE 31 Concrete Specialists

Concrete Specialists wages and fringe benefits shall be established by mutual agreement between the Union and the Association.

Section 1. Concrete Specialists shall perform all work assigned to them relating to but not limited to pouring, striking of and finishing all concrete surfaces, driving of all stakes, the placing of forms and screeds, including steel curb and gutter for sidewalk screeds to the point of installation, all laborer work on all curb and gutter machines, all gunnite work one and one half (1½) inches, all laborer work on cement guns, the nozzle man and machinery operator on all gunnite work, reinforced concrete stack work except footing or bases, the setting of string line for grade and curb machine.

Section 2. It is agreed that multi-card employment is permissible under the terms of the Agreement, and it is expressly agreed that the employer will pay fringe benefits to only one craft, to be selected by the employee. Selection by the employee of the craft to which fringe benefits are to be paid shall be in writing.

CONCRETE BITUMINOUS CONCRETE AND AGGREGATES -- Concrete, bituminous forms on all flat archwork. The moving, cleaning oiling and carrying of all forms to the next point of erection. The snapping of wall ties and removal of the rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms and all skilled, semi and unskilled work connected therewith. Concrete or aggregates for walls, footings, foundations, floors, or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. The cleaning, hooking and unhooking, flagging, spotting for all bulldozers, cranes, trench machines, derricks, trucks, highlifts and tractors. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, rodding or screeding, by hand or mechanical means prior to finishing. Where pre-stressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstone or air or water. The filling and patching of voids, crevices, etc. to correct defect in

concrete caused by leakage, bulging, sagging, etc. The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used. All work on interior concrete columns, foundations for engine and machinery beds. The original form, and the stripping of forms on all flat archwork.

Section 3. If in changing classifications, the rate of pay for one classification is higher than the other, the employee shall be paid the higher rate of pay for that day.

WAGES FOR CLASSIFICATIONS OR WORK NOT HEREIN SPECIFIED SHALL BE DETERMINED BY BOTH PARTIES TO THIS AGREEMENT.

ARTICLE 32 INVALIDITY AND SEVERABILITY

It is the intent of both parties to this Agreement to comply fully with all state and federal laws and Presidential Executive Orders. If it is found by a court of competent jurisdiction that any section of this Agreement is in conflict with any state or federal laws or Presidential Executive Orders, then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the law or Presidential Executive Order. Deadlocks in such renegotiations shall be submitted to arbitration. All other sections and Articles of this Agreement shall remain in full force and effect.

**ARTICLE 33
ENTIRE AGREEMENT OF PARTIES**

This is the entire Agreement of the parties. Neither party shall be required to render any performance not set forth specifically herein.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures which officially bind said parties under the provisions of this Agreement upon the date set forth above.

AGC OF ILLINOIS:

By: Frank Kazenske 5/24/2022
Frank Kazenske, Director of Labor Relations

GREAT PLAINS LABORERS' DISTRICT COUNCIL:

By: OK
Anthony Penn, Business Manager

By: Troy Dart
Troy Dart Local #751

Contractor's Signature

Contractor's Name

Contractor's Address

City State Zip

Telephone Number Date

Facsimile Number

Federal Employer Identification Number

**ADDENDUM I
WAGES, FRINGE CONTRIBUTIONS AND DEDUCTIONS
EFFECTIVE: MAY 1, 2022**

The wages, fringe contributions and deductions for Heavy, Highway & Utility Construction shall be as described below:

LOCAL UNION:	751 Kankakee
LABORER RATE	\$ 41.28
PENSION FUND	14.24
ANNUITY PLAN	8.00
N. CENTRAL IL WELFARE FUND	8.50
RETIREE VEBA	1.50
TRAINING FUND	.80
L.E.C.E.T.	.23
MRFFC	.15
IAF	.20
UNION TOTAL PACKAGE	\$74.70
EMPLOYER TOTAL PACKAGE	\$74.90
DEDUCTIONS:	
MARKET PRESERVATION	0.66
VACATION FUND	3.50
WORKING DUES CHECK-OFF	5%

- 1) All payments (except otherwise noted below) to be sent to North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way Unit 3, Peoria, Illinois 61615-5650.
- 2) Overtime hours worked to be paid at the applicable overtime rate.
- 3) Pension and Annuity payments sent to Central Laborers' Fringe Benefit Funds, P.O. Box 1267, Jacksonville, Illinois 62651. Overtime hours for Annuity will be paid at the applicable overtime rate.
- 4) Employers that perform work in the Hazardous Waste, Asbestos and Lead Base Paint Industries shall pay a training program contribution of \$1.30 per hour.
- 5) Dues Check-Off and Market Preservation Fund to be deducted from the Basic Labor Rate for Local 751 sent to Local 751, 1390 Stanford Dr., Kankakee, IL 60901-9412.
- 6) Dues Check-Off calculated as a percentage of gross pay.
- 7) Vacation Fund Contributions: Overtime hours to be paid at the applicable overtime rate.
- 8) Welfare Fund Contributions: Welfare contributions for overtime hours worked to be paid at the straight time rate.
- 9) Union Total Package excludes AGCI IAF. Employer Total Package includes AGCI IAF.
- 10) Employers that perform work on Windfarms and Pipelines shall pay a L.E.C.E.T. contribution of \$0.30 per hour.

WAGE INCREASES:

EFFECTIVE: MAY 1, 2023 \$2.55 increase per hour total package to \$77.25.
EFFECTIVE: MAY 1, 2024 \$2.60 increase per hour total package to \$79.85.
EFFECTIVE: MAY 1, 2025 \$2.65 increase per hour total package to \$82.50.
EFFECTIVE: MAY 1, 2026 \$2.70 increase per hour total package to \$85.20.

AGC OF ILLINOIS:

By: Frank Kazenske 4/22/2022
Frank Kazenske, Director of Labor Relations

GREAT PLAINS LABORERS' DISTRICT COUNCIL:

By: AK
Anthony Penn, Business Manager

By: Troy Dart
Troy Dart, Laborers Local #751

Contractor's Signature

Contractor's Name

Contractor's Address

City State Zip

Telephone Number Date

Facsimile Number

Federal Employer Identification Number

AGREEMENT

Between

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

and

**LOCAL UNION #362 (BLOOMINGTON) #538 (EAST GALESBURG)
AND #996 (ROANOKE)**

of the

GREAT PLAINS LABORERS' DISTRICT COUNCIL

Covering

HIGHWAY/HEAVY and UTILITY CONSTRUCTION

in

**DISTRICT # 2
HENRY COUNTY**

**DISTRICT #3
LIVINGSTON COUNTY**

**DISTRICT #4
MARSHALL, STARK AND WOODFORD COUNTIES**

**DISTRICT #5
McLEAN COUNTY**

EFFECTIVE: MAY 1, 2020

EXPIRATION: April 30, 2025

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AGREEMENT

ARTICLE 1 Parties and Scope

Section 1. This is an agreement by and between the Associated General Contractors of Illinois (AGCI) on behalf of firms for which they have bargaining rights and Laborers' International Union Local 362, Bloomington, Local 538 East Galesburg and Local 996, Roanoke of the Great Plains Laborers' District Council (GPLDC).

Section 2. This agreement shall be in effect on Highway/Heavy and Utility Construction, including work outside the building, within the boundaries of the above mentioned Local Unions in the following counties:

McLean, Livingston, Marshall, Eastern ½ Stark, Woodford, Western ½ Stark, Knox, Warren, and Henderson

Section 3. This Agreement shall prevail from May 1, 2020 through April 30, 2025 for Local #362 (Bloomington) Local 538 # (Henderson, Henry, Knox, ½ W.Stark and Warren) and Local #996 (Livingston, Marshall, Eastern ½ E.Stark, Woodford), and shall continue thereafter unless either party to this Agreement gives sixty (60) days to ninety (90) days written notice prior to the expiration date of this Agreement, by registered or certified mail, expressing a desire to make amendments to the Agreement, upon expiration of same. If after such reopening the parties are unable to agree upon such new wage rates, the Union, may, following a 10-day notice of intent to do so, engage in a strike for the purpose of securing its demands, and no other provisions of this Agreement shall bar such action.

Section 4. The term "Laborer", as used herein shall apply to any employee covered by these Articles of Agreement.

Section 5. Individual contractors signatory hereto who are not represented by the Association agree also to be bound by any amendments, extensions, or changes in this Agreement agreed between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless between sixty (60) and ninety (90) days prior to the expiration of this or any subsequent Agreement said individual contractors notify the Union and the Association in writing that it revokes such authorization. Further, said individual contractor agrees that notice served by the Union upon said Association and the Mediation Services for reopening, termination or commencement of negotiations shall constitute notice upon such individual contractor signatory hereto.

Section 6. Where used in this Agreement, unless the contract requires otherwise, words imparting the masculine gender include the feminine gender.

ARTICLE 2
The Purpose

The purpose of this Agreement is to set forth the agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish an effective and impartial procedure for the peaceful settlement of disputes and grievances.

ARTICLE 3
Union Recognition

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours, and other working conditions for all laborers and (laborer) watchmen covered by this Agreement.

ARTICLE 4
Liability Clause

It is understood and agreed that the Negotiating Agent (Association) shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint.

It is understood and agreed that the District Council is acting only as Agent to negotiate and execute this Agreement and in no event shall the District Council be bound as a principal or be held liable in any manner for any breach of this contract by any Local Union. It is further agreed and understood that the liabilities of the Local Unions who are bound by this contract shall be several and not joint.

ARTICLE 5
Management Rights

The Employer retains the right to manage its operation and direct the work forces; to be the judge of the number of employees required on any work; to assign employees as in the Employer's judgment the operations may require.

The Employer may discharge for just cause or lay off employees as he sees fit, provided no employee is discharged or discriminated against because of Union activities.

It is understood and agreed that when working in the jurisdiction of Highway Districts #2, #3, #4 and #5 (Laborers' Local 362, Local 538 and Local 996), signatory contractors shall have the right to direct Laborers to perform work as assigned.

ARTICLE 6
Jurisdiction of Work

The Laborers' International Union's jurisdiction includes, but is not necessarily limited to, the following:

All operation of drilling holes by air operated equipment or tools for all crafts; the unloading, handling, and distributing and laying of sanitary sewers and storm sewers.

Wrecking, stripping, dismantling, cleaning and moving of all concrete forms. Cutting off concrete pile.

The digging and laying of conduit lines and sewer tile.

All labor work on all machines, setting, lining and leveling of all slab road forms. Driving of all stakes, the placing of forms and screeds, including Steel curb and gutter for sidewalks screeds to the point of installation.

The laying and assembling of temporary water lines and dismantling of same and all connections.

Tenders to carpenters.

The handling and erection, dismantling of all cement, rock, gravel, sand, asphalt and other building material bins.

Portable batch hoppers, weight men, dumpers, level men, hooking and unhooking.

Flagging, signaling on all machinery and other equipment on all work covered under the jurisdiction of this agreement.

Men on all vibrators, power tampers, concrete saws, buggies and other equipment used to perform laborers' work.

Laying, jointing and pointing of all sewer tile.

The laying of all temporary gas, oil, air, water and other pipelines for all work covered under the jurisdiction of this agreement.

All labor work pertaining to asphalt.

The second man on the back end of the screed on an asphalt paver shall be a Laborer when necessary.

The cutting and burning of all scrap and the use of all cutting torches and other welding

equipment used to perform the work covered under the jurisdiction of this Agreement.

Dynamite men.

The applying of all mastic to bridges, culverts and head walls, the cooking and heating of all mastics used covered by this agreement including all waterproofing materials. The waterproofing membrane systems for bridge decks and waterproofing for box culverts on site.

The placing of all divided boards in batch trucks.

When loading and unloading of service trucks is required, truck drivers helpers (minimum of one (1) Laborer) would be assigned to service trucks for the purpose to load and unload materials for crafts Laborers tend.

The laying, placing and installation of all steel casing, corrugated casings, multiple plate and pre-cast concrete, and all other material used for casing, tunnels and tunnel lining. The unloading, loading, handling, and carrying to the place of installation of all rods and material for use in reinforced concrete construction shall be done by the laborers and the hoisting of the same where done by hand power.

The use of jackhammer or paving breaker and all concrete removal and any and all work where jackhammer or paving breaker is used.

The unloading or handling of pre-cast or prestressed concrete to a stockpile. Where power is used, the tying on of pre-cast or prestressed concrete, preparatory to final installation.

The placing and leveling of concrete to grade by any mode or method.

Removal of snap ties, the placing and removing and tending, of barricades, flares and signal lights.

All cleaning of mud, debris, grease, oil, etc. from machinery and parts thereof.

Men in tool rooms, store rooms, stockpiles, storage building and sheds; handling material in and out of same.

The handling of winches on all trucks, crane derricks, and other machinery used to perform laborers' work.

The operation of gas and electric saws for tree work, the operation of machinery in connection with stump cutter.

Maintenance and servicing of Nelson Heaters.

The hod carriers shall, if any conveyor is used to hoist bricks or material to the masons, man and operate such equipment.

Carpenter tenders, the conveying, handling, unloading and loading, hoisting, assorting of all lumber, all labor work required around carpenters, the cleaning up after carpenters.

Signal men on all dozers, highlifts, cranes, draglines, backhoes, clamshells, trenching machines or any other mechanical devices used to displace labor in digging of earth.

On dirt fill jobs, spotter and grade men and signal men.

Rigs and derricks, the handling of all fuel to all machinery regardless of type of fuel.

Deck hands on all floating rigs, barges, work boats, etc.

Watchmen and flagmen. Janitors and cleanup work. All window washing on new construction.

All landscape work on work covered by this Agreement.

Rod men and chainmen. Handling of targets and engineers' rods

GPS if assigned by the general/prime contractor to a craft (Does not apply to work performed by a professional firm)

Handling creosote and creosote work on railroads.

Sandblasting, skilled work.

All gunnite work one and one-half (1½) inches, all laborer work on cement guns, the nozzle man, hopper & pad operation on all gunnite work.

Stopping, cleaning of all mixers or pumps for concrete, mortar, and other materials shall be the work of the Laborers. Truck mounted concrete pumps and truck mounted ready-mix trucks are exempt.

Operate all walk behind and platform mounted (for standing) equipment including, but not limited to, mini-skid steers and mini-track loaders, for work within the laborer's jurisdiction.

The drilling and prepping of holes in concrete for rebar dowels by use of handheld drills and gang drills or any other manual method is the work of the Laborers.

1. TENDERS – All laborers work, skilled, semiskilled in connection with the following: tenders and helpers for brick masons, millwrights, carpenters, plumbers, steamfitters, operating engineers, civil engineers, plasterers, ironworkers, sheet metal, electrical and other building construction

crafts, where skilled, semi-skilled and unskilled labor are connected herewith.

2. **SCAFFOLDING** - Erection, planking, and removal of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades. Building, planking or installation and removal of all staging, swinging, and hanging scaffolds, including maintenance thereof. The dismantling of said scaffolds as well as preparation for foundation or mud-sill for said scaffold and maintenance of same. Tubular and swinging, patent, hanging, look out, buck arm, etc.; laborers engaged in installing, relocating and removing all swinging and tubular scaffold, similar to scaffold of this type installed by the Patent Scaffolding Company of Safway Steel Scaffold Company, when the Contractor is engaged in maintaining this type of scaffold, subsequent to original installation, including raising, lowering and planking.
3. **EXCAVATIONS AND FOUNDATIONS, SITE PREPARATION AND CLEARANCE, TRANSPORTATION AND TRANSMISSION LINES** -- Excavation for all construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access road, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines. Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables. On-site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, offbearers, lumber handlers and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences, clean-up of right-of-way, including tying on, signaling, stacking of brush, trees or other debris and burning where required. All soil test operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading same.
4. **STREETS, WAYS AND BRIDGES** -- Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, setting of string line for grade and curb machine, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms, including parking lots and expansion joints, including placing of reinforcing mats or wire mesh, for the above work, loading, unloading, placing, handling, and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used

as paving material by hand and floating or mechanical screeding for strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. The unloading, handling, placing, laying of mesh and reinforcing rods on highways, slope walls, roadways, streets, alleys, airport runways. The unloading, handling, and carrying of concrete reinforcing bars to the panel in which they are to be used, placement of all pavement steel including center strip and accessories. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip rap or retaining walls such as stone, wood, metal, concrete or other materials and the preparation of surfaces to receive same.

5. **CONCRETE BITUMINOUS CONCRETE AND AGGREGATES** – Concrete, bituminous forms on all flat archwork. The moving, cleaning oiling and carrying of all forms to the next point of erection. The snapping of wall ties and removal of the rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms and all skilled, semi and unskilled work connected therewith. Concrete or aggregates for walls, footings, foundations, floors, or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. The cleaning, hooking and unhooking, flagging, spotting for all bulldozers, cranes, trench machines, derricks, trucks, highlifts and tractors. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, rodding or screeding, by hand or mechanical means prior to finishing. Where prestressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstone or air or water. The filling and patching of voids, crevices, etc. to correct defect in concrete caused by leakage, bulging, sagging, etc. The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used. All work on interior concrete columns, foundations for engine and machinery beds. The original form, and the stripping of forms on all flat archwork.

6. **TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE ETC.** – Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing, and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools.

Digging of trenches, ditches, construction of manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

7. **SHAFTS AND TUNNELS, SUBWAYS AND SEWERS** – Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-creting and gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc. and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for treme work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system. Laying of all sewer pipe and pointing of same.
8. **COMPRESSED AIR** – In compressed air, all work underground or in compression chambers, including tending of the outer aid lock. All work in compressed air construction; including, but not limited to group men, trackmen, blaster, shield driver, miners, brakemen, miner's helper, lock tenders, mucking machine operators, motor men, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men, concrete blower operators, key board operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skinner, track layers, dumpmen, diamond drillings, timbermen, cherry pick-men, nippers, chuck tenders and cable tenders, vibratormen, jetgunmen, gunnite nozzle men, gunmen, reboundmen and all other work connected therewith. The drilling and blasting, running of jackhammers, wagon drills, concrete breakers and all work in compressed air construction.
9. **SEWERS, DRAINS, CULVERTS AND MULTIPLATE** – Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing, breaking of concrete. Backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers, water main, and stormsewers. All of the laying of clay, terra cotta, ironstone, concrete, non-metallic and metallic sewer to building or structures. Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions

for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools, and drain fields.

All work associated with quality assurance and quality control including atomic testing, when assigned to a craft will be the work of the Laborers. (This excludes work done by a professional firm.)

10. **UNDERPINNING, LAGGING, BRACING, PROPPING AND SHORING** – Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back filling, landscaping old and new site.
11. **DRILLING AND BLASTING** – All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines, and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.
12. **SIGNAL MEN, FLAGGERS** – Signal men on all construction work defined herein, including traffic control signalmen at construction sites.
13. **GENERAL EXCAVATION AND GRADING** – The clearance, excavating, filling, backfilling, grading and landscaping of all sites for all purpose and all labor connected therewith, including chainmen, rodmen, grade markers, etc.
14. **GENERAL** – Material yards, asphalt plants, concrete products plants and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an skilled and semi-skilled nature including laborers, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men.
15. **PIT YARDS, QUARRIES, ETC.** – All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants.
16. **WRECKING** – The wrecking or dismantling of buildings and all structures, breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and

signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All clean-up, removal of debris, burning, back-filling, and landscaping of the site of wrecked structure.

17. **RAILROAD TRACK WORK** – Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

18. **USE OF TOOLS** – Operation of all hand, pneumatic, electric motor, combustion or air-driven tools or equipment necessary for the performance of work described herein.

The curing and covering of concrete by any mode or method excluding self-propelled machines. Filling machines, mixing curing compounds and delivering curing compounds to machines.

Swamping on heavy equipment.

Driving of all stakes.

Writing of scale tickets at gravel pits, asphalt plants and all temporary plants.

Driving stakes and setting of all stringlines for all electronic devices for maintaining elevations on subgrade, sub-base, concrete and asphalt pavements, which includes C.M.I. Rex and Barber-Greene pavers, formless curb machines, and the like; also checking the grades on said machines.

To load and unload, distribute, fill, clean and maintain all water containers on the job site.

19. **Flagmen** (Flaggers, Flagperson, or Spotters) the loading, unloading, placement, transporting and removal of all traffic control devices to include cones, barrels, barricades, electric sign boards and barriers (whether of wood, composite or concrete), the maintenance and replacement of these items and the maintenance and replacement of all bulbs, batteries or equipment used to power these devices shall be the work of the Laborers. The setup, layout, movement of barricades, cones, flares and flashers or other traffic control equipment. Signaling with sign or flag including being a spotter (IDOT definition) will be considered Laborers work.
20. **Pipe** – laying of water mains, sanitary & sanitary force main with live connections, storm sewer, and storm sewer mains by traditional open-cut or horizontal directional drilling. All work associated with said pipe laying, but not limited to: mechanical joint fittings, push on fittings, gasketed fittings, fuse fittings, other pressure or non-pressurized fittings, lift stations, valve vaults, manholes, inlets, catch basins, insertion valves, setup/maintenance/takedown of by-pass pumping/plping, testing, televising, and or inspection. All sustainable piping systems of every

description. Not limited to the collection and use of greywater, rainwater/storm water, recycled water, reclaimed water, Black water, and any type of non-potable water, pipe fittings, basins, cisterns, equipment, pumps, tanks, filters, screens, sanitizing, controls and appurtenances, etc., new construction, alternation, repair and maintenance.

Jurisdictional Disputes

Employer agrees to make job assignments according to:

- (1) Agreement by crafts.
- (2) Area practice in the locality.
- (3) Employer preference.
- (4) In the event a Jurisdictional Dispute exists, the following procedure shall be followed to resolve the dispute.

Employer agrees to meet with the disputing Union representatives within forty-eight (48) hours and attempt to resolve the dispute. If no agreement is reached by the Local Business Manager, the District Council shall be notified and the dispute shall again be attempted to be settled at that level.

If an agreement is not reached at that level, the International Union shall be notified requesting representatives for a settlement attempt. Resolvment of disputes shall be in accordance with decisions or agreements of record or practice in the locality. The Employer shall make the work assignment decision for every job site jurisdictional dispute, when agreed upon, will be recorded in writing signed by the Employer and retained by the parties concerned. Provided however, the Employer shall not be liable for any back pay award if the jurisdictional assignment is changed as a result of this process. Assignments of work shall only be made by the Employer and not by any of his foremen or superintendent(s).

ARTICLE 7

Referral and Code of Performance Clause

Section 1. The Employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Office as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, national origin, religious affiliations, Vietnam Era Veterans, Disabled Veterans, individuals with disabilities, or any other characteristic protected by law.

When an Employer calls the Referral Office for journeyman laborers and/or apprentices they shall be dispatched in a non-discriminatory manner as follows:

Registration and referral shall be on a non-discriminatory basis and shall in no way be affected by Union

membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Referral Office shall maintain the following lists on which journeyman laborers and apprentices in the construction and maintenance industry may register for referral at any time during the hours which the Referral Office is open for registration of applicants.

The parties to this agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions of this agreement relating to referral procedure and Union security.

The Employer shall recognize the Union's Referral Office in the geographical area covered by this Agreement as follows:

Apprentices shall be referred under a separate out-of-work list.

(A) Group A - All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for one thousand (1,000) hours as a construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

(A-1) Group A-1 - All apprentices will be on the A-1 list and will be listed according to their apprenticeship year. Apprentice Applications will be taken at the Local Union Halls on the first Tuesday of each month from 10:00 a.m. to 12:00 p.m. for Local 996 and 8:00 a.m. to 10:00 a.m. for Local 362.

For apprentices enrolled in the Construction Craft Laborer Apprenticeship Program after February 2017, the term of apprenticeship shall be approximately three (3) years. The schedule that follows provides for three (3) equal periods of 200/1000 hours of training and work each.

(a) First year	75% of the journeyworker rate and full fringe benefits
Second year	85% of the journeyworker rate and full fringe benefits
Third year	95% of the journeyworker rate and full fringe benefits

Apprentice must work a minimum of 1000 hours each specified term to advance to the next pay rate. Employers will be notified of the correct percentage of the journeyworker rate for each apprentice by the Fund Administrator.

Ratio and Supervisor.

- One (1) journeyworker to one (1) apprentice on a two (2) worker job;
- One (1) apprentice to two (2) journeyworkers on a three (3) worker job;
- Two (2) apprentices to four (4) journeyworkers on a six (6) worker job;
- Three (3) apprentices to nine (9) journeyworkers on a twelve (12) worker job;

Four (4) apprentices to twenty-five (25) journeyworkers;
Five (5) apprentices to thirty-five (35) journeyworkers;
Six (6) apprentices to fifty-five (55) journeyworkers,
And one (1) apprentice to twenty (20) journeyworkers thereafter.

Apprentices shall work under the supervision of competent and qualified journeyman laborer on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and in special off-job courses.

(b) The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Trust Fund, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representative such Trustees as may be, from time to time, appointed to serve as Employer Trustees herein.

(B) Group B - All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for one thousand (1,000) hours as a journeyman construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

(C) Group C - All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for two hundred fifty (250) hours for Local 538 and Local 996 and for one thousand (1000) hours for Local 362 as a journeyman construction laborer during the past one (1) year in the geographical area embraced by the Referral Office where the work is to be performed.

(D) Group D - All Laborers not qualifying for Groups A, B, or C. In order for a referral to move from the "D" list to the "C" list the referral must have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for one thousand (1,000) hours as a journeyman construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

All referrals, based on hours worked, within the A, B, C and D classification, shall move a maximum of one group per calendar year effective January 1. The referral must continue to have worked the minimum hours in their classification, A, B, C or D, or he will be moved to the appropriate list January 1. Hours worked will include training hours and injury hours as actual hours worked. Referrals who are off due to illness for a minimum of two (2) weeks with a doctor's statement will remain on the current out-of-work list.

The foregoing lists shall be maintained on the basis of the written Agreement of the person seeking active employment and such other information available to the Referral Office. The Local Union will require employees to fill out the same referral application.

Section 2. All journeymen registering for active employment shall set forth their name, address,

telephone number and state any skills the applicant possesses and the jobs the applicant is able to perform including any relevant licenses or certifications. Blank applicant referral forms will be available at the Union's referral office. The Local Union will complete an out-of-work list consisting of the journeymen and apprentices who have registered their availability for referral.

Referrals may register, when laid off, by phone within their monthly registration period, provided the referral submits to the hiring hall written confirmation of his phone-in registration within forty-eight (48) hours.

Registration of such referrals shall be done by groups as set out above. Each applicant shall be registered in the highest group for which he qualifies and registrant in Group A shall be first referred, then Group B, then Group C and then Group D in that order. Group A-1, Apprentices, shall be referred on a separate list. Referral Office shall give proper consideration to a signatory contractor's request for persons with specialized training skills.

The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive five (5) days' pay at straight time if employed.

If a registrant, referred for employment in regular order, refuses or is unavailable for three (3) consecutive referrals, his name shall be placed at the bottom of the list. Neither the Union, its agents nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral list, if such applicant is not available when referrals are made.

Section 2a. For Local # 538 (East Galesburg) – Henderson, Henry, Knox, W. ½ Stark and Warren counties and Local #996 (Roanoke) – Livingston, Marshall and E. ½ Stark Counties. Laborers will be called at the most recent phone number on file at the Referral Office between the hours of 5:30 a.m. and 8:30 a.m. and 2:00 p.m. and 5:30 p.m. If a contractor needs someone immediately and the Referral Office calls the list outside the times listed the above and the registrant refuses, the refusal will not count. All referrals shall be available by telephone between the hours of 5:30 a.m. and 8:30 a.m. and 2:00 p.m. and 5:30 p.m. Monday through Friday. If a registrant, referred for employment in regular order, refuses or is unavailable for three (3) consecutive referrals, his name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists, if such applicant is not available when referrals are made.

Section 3. For Local #362 (Bloomington), Local # 538 (East Galesburg) – Henderson, Henry, Knox, W. ½ Stark and Warren counties and Local #996 (Roanoke) – Livingston, Marshall and E. ½ Stark Counties. Employers may request former employees for referral to a job or project, in writing if requested by the Business Manager, and the Union Referral Office shall refer said former employees to the job or project provided they are properly registered applicants in the Referral Office, are available for work, at the time of the request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within twenty-four

(24) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such former employees.

To qualify under Sections 2, 2a, and 3 of the Agreement, former employees must have been referred by the Local Union where the work is being performed.

Section 4. LIUNA Local 362 (Bloomington) and Local 538 (East Galesburg), Local 996 (Roanoke), of the Great Plains Laborers' District Council agree to indemnify and save the Employer and the AGC of Illinois harmless against any and all claims, demands, actions, damages, orders and decrees for the payment of any monies including penalties and back wages that may arise out of or by reason of action taken by, or the failure to act by Local 362, Local 538 and Local 996, when obligated to do so in connection with provisions, governing operations of the Union's Referral Office.

Section 5. The Employer retains the right to reject any job applicant referred for just cause. The Employer shall have the right to hire and discharge for just cause. The Union may within three (3) days after a referral has been rejected or discharged request the reasons for the rejection in writing. Hiring of employees shall be on a non-discriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 6. The Employer, in requesting referrals shall specify to the Union (a) the number of employees required, (b) the location of the project, (c) the nature and type of construction, demolition, etc. involved, (d) the work to be performed, (e) length of project, (f) special skills and/or training, and (g) such other information as is deemed essential by the Employer in order to enable the Union Referral Office to make proper referral of qualified applicants.

Section 7. When the Local Union's referral office determines that the referral who is first on the out-of-work list cannot be referred because of refusal, unavailability, or lack of required skills the Local Union's Referral Office shall then refer the next referral who is willing, available and has the required skills.

Section 8. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees the Union may contact other Laborers Locals to fulfill the Employers' request. Then if the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays, and holidays exempted), the Employer may employ applicants directly. In such event the Employer shall notify the Union office of the names of the persons employed and the dates of the hirings; such notice shall be given within forty-eight (48) hours of the hiring.

Section 9. It is understood and agreed that any employee, except for key personnel, employed by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location on any project within the jurisdiction of the referring Local Union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in the displacement of another employee.

CODE OF PERFORMANCE

To implement the LIUNA Code of performance adopted by LIUNA, the Employer agrees to designated discharges "for cause", when appropriate and to substantiate such cause if necessary in proceedings under the Code of Performance.

This clause is intended only to assist the Union in implementing its Code of performance, and a worker's only rights there under are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this agreement, including not creating any new or additional right to reinstatement with or without back pay from the Employer.

- (a) Should any Laborer referred for employment be terminated for cause as defined under the Laborers' Code of Performance, his or her referral privileges shall be suspended automatically for one month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge). A termination "for cause" under the Code is defined to include a termination for excessive absenteeism, excessive tardiness, insubordination, theft or lack of required skills. Lack of skills does not apply to apprentices.
- (b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of a designated panel or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council, may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.
- (d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it.

- (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue/s. The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.
- (f) LIUNA Local Unions 362/538/996 of the Great Plains Laborers' District Council agrees to indemnify and save the Employer and AGC of Illinois harmless against any and all claims, demands, actions, damages, orders and decrees for the payment of any monies, including penalties and back wages, that may arise out of or by reason of action taken by or the failure to act by the afore mentioned Local Union of the Great Plains Laborers' District Council when obligated to do so in connection with the provisions governing operations of the Union's Referral Office and Code of Performance.

ARTICLE 8 Key Man

The key man on any project or job shall be determined in a pre-job conference or agreement between the contractor and business representative of the Union.

The first and last Laborer on the job shall be a member of Local 362 in McLean County, Local 538 - Henderson, Henry, Knox, W. ½ Stark and Warren counties and Local #996 (Roanoke) - Livingston, Marshall and E. ½ Stark counties. Any employer working in the geographical area of one of the Local Unions signatory to this Agreement shall be entitled to one (1) Key Man, per project, under the following conditions:

- (A) The intent of the parties is that there shall be one member of the local union employed when laborers' work is to be performed.
- (1-A) The Business Agent has the option to authorize a Key Man from other than a signatory Local Union.
- (B) He must have worked for the Employer requesting the Key Man during the previous twelve (12) months, totalling a minimum of 800 hours.
- (C) There shall be only one (1) Key Man on a project unless it is otherwise agreed to by the Local Business Manager.

- (D) The Key Man shall have authority to work and supervise all labor work to be performed on the job. However, once the Labor Foreman Clause, Article XVII, becomes applicable, then the Key Man shall direct the work force (laborers) through the Labor Foreman on the project.
- (E) The Key Man must be a member in good standing of one of the affiliated Local Unions signatory to this Agreement for a period of not less than one (1) year.

In the event that an out of town contractor is paying any Laborer(s) a higher wage/fringe benefit package than set forth in Laborers' Locals 362, 538 or 996 Heavy/Highway Agreements, that contractor shall pay the higher wage/fringe packages to all other Laborers working on their projects in Laborers' Local 362, 538, and 996's jurisdiction. This will be done by increasing the hourly wage of these Laborers. Employers who have maintained their main construction yard and office in Laborers' Local 362, 538, and 996 jurisdictions are exempt from this paragraph.

ARTICLE 9 Union Representative

Section 1. The Business Manager of the Local Union or his authorized representative will have the right to visit all jobs where employees covered by this Agreement are or will be employed, to the extent it is within the power of the contractor to permit such visits.

Section 2. Laborers shall not include technical engineers, clerical employees, timekeepers, superintendents, master mechanics or general non-working foremen in charge of all classes of labor, excepting they do work which properly comes under the jurisdiction of Local Unions signatory to this Agreement.

The contractor shall have the right to assign his employees on the job to any particular work or classification of work and use his own judgment in this selection, providing the proper rate of pay is maintained.

ARTICLE 10 Steward Clause

Section 1. The Business Manager may appoint a steward on all projects or portions of projects, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement.

Section 2. The steward is to perform all duties assigned to him by the Business Manager. The steward is to work the same as any other employee on the job.

Section 3. It shall be the duty of the steward to report to the Union any accident to any of the men which may occur on the job where employed. It shall be the duty of the steward to personally see to it that the injured employee is taken care of and his family notified without loss of time or pay to the steward so engaged. Any employee injured on a job who is unable to return to the job by written order

of the doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work, but require subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in making such visits.

Section 4. The steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 5. The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union.

Section 6. The steward shall not be discharged because he is performing his duties as a steward, nor shall the steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

Section 7. The steward shall work when there is any work to be performed by the laborers. He shall be the last man on the job if qualified. No steward shall be discharged without just cause and without the Employer conferring with the Business Manager of the Local Union involved. The steward shall be allowed a reasonable amount of time to police the job when necessary.

Section 8. When an Employer sees fit to discharge an employee or employees or have a reduction in the work force, he is to notify the steward of such action.

Section 9. When a job is temporarily shut down due to weather, material shortages or similar cause, and employees are laid-off, the steward shall be the first employee recalled to work when the work resumes, if qualified.

ARTICLE 11 Union Security

All present employees who are or become members of the Union shall remain members as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members of the Union as a condition of employment, no later than the eighth (8th) day following the beginning of their employment or the effective date of this Agreement, whichever is the later, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this agreement to complete or maintain his membership because of nonpayment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no Employer, or the Union, shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the initiation fees and the periodic dues uniformly required as a condition of acquiring and maintaining membership.

ARTICLE 12

Pension, Annuity, Welfare, Training, MRFFC, Apprenticeship, AGCI Industry Advancement Fund, Check-Off, Vacation Fund, Market Preservation and Wages

Section 1. Pension Fund and Annuity Plan. The Employer agrees to make payments to and be bound by the Central Laborers' Pension Fund and Central Laborers' Annuity Plan, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall remit pension and annuity contributions to the Central Laborers Pension Fund as set forth in Addendum I for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. Annuity contributions for overtime hours worked to be paid at the applicable overtime rate.

Employers shall remit annuity contributions to the Central Laborers' Annuity Plan until such time the proposed Great Plains Annuity Fund is established, Trustees appointed and a Trust document is signed and presented to the AGC of Illinois. At such time that the Great Plains Annuity Fund has met all appropriate legal criteria, said fund shall be added by means of an addendum to this Agreement and Employers will be notified to send their contributions to the North Central Illinois Laborers' Health and Welfare Fund.

Section 2. Health & Welfare Fund. The Employer agrees to make payments to and be bound by the North Central Illinois Laborers' Health & Welfare Plan, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall remit contributions to the North Central Illinois Laborers' Health & Welfare Plan as set forth in Addendum I for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. Health and Welfare contributions for overtime hours worked to be paid at the straight time rate for all locals. This contribution shall be paid to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615.

Section 2a. The Employers accept and agree to be bound by the trust indentures and by the rules and regulations of the above Funds as though original parties thereto and by all amendments, modifications and supplements to the trust indentures and the plans of the above Funds made and approved by the Trustees.

Section 3. Training Fund. It is agreed that the Employer shall contribute to the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Program in the amounts as set forth in Addendum I for each hour or portion thereof worked by an employee under this Agreement. This contribution shall be paid to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615.

Section 4. MRFFC. It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Midwest Region Foundation for Fair Contracting the sum per hour as denoted in the Addendum pertaining to the Local Union Fund involved.

Section 5. Industry Advancement Fund

1. The EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of twenty cents (\$0.20) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement for the duration of this Agreement.
2. The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an EMPLOYER to comply with this Article shall be deemed a direct violation of the Agreement.
3. The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for the advancement of Heavy/Highway and Utility construction in the state of Illinois.
4. Upon request, the EMPLOYER hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.
5. The EMPLOYER and the Union agree that any action, including the filing of a lawsuit, by the Association to enforce this Article is not subject to any of the grievance/arbitration provisions of this agreement. If the Association files a lawsuit against an EMPLOYER to collect delinquent contributions under this Article, the EMPLOYER agrees that the Association shall be entitled to recover interest of five percent (5%) per annum on the unpaid or late-paid contributions and to recover attorneys' fees and cost.
6. The Associated General Contractors Industry Advancement Fund contributions are above the basic labor rate and shall be sent to the Central Laborers Pension, Welfare & Annuity Fund office, P.O. Box 1267, Jacksonville, IL 62651.

Section 6. Payments to the office of the aforesaid Plans and Funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

Section 7. Working Dues Check-Off. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall upon receipt of a proper assignment executed by an employee, deduct the authorized membership working dues from the wages of each employee and forward such monies promptly. Local Unions will maintain current dues check-off authorization forms for each person referred to Contractors. Signatory contractors are entitled to view check-off authorization forms of workers they hire or can request copies of same by mail. Each Employer shall deduct from wage rates and pay to the Union a sum per hour for each hour which wages are paid as set forth in Addendum I. Working Dues for Local #362 shall be sent to LIUNA, Local #362, P.O. Box 3248, Bloomington, Illinois 61702. Working Dues for Local #996 shall be sent Laborers' Local #996, P.O. Box 410, Roanoke, IL 61561. The said monies should be in the Local Union Office by the 15th day of the following month covering the hours worked in the previous month.

Working Dues for Local #538 (East Galesburg) shall be sent to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615. The said monies should be in the fund Office by the 15th day of the following month covering the hours worked in the previous month.

Payroll Audits. The Employer agrees to submit the payroll audits for the limited purpose of assuring compliance with the Working Dues Check-off provisions set forth elsewhere in this Agreement. Such audits shall in all instances first be authorized by a committee comprised of an equal number of employer and union representatives, which committee shall be the joint committee established for negotiations and resolution of grievances pursuant to Article 27 of this Agreement. Audit findings shall be reported to this committee and actions for collection of delinquencies shall in all instances first be authorized by said committee. Where said committee is unable to agree by majority vote as to authorizing specific audits and/or of all or portions of audit delinquencies, such matters shall be treated as disputes in accordance with the provisions of Article 27 of this Agreement.

Failure to Pay. Said failure to make the required payment by the Employer at the time specified shall be deemed a gross breach of this Agreement by the Employer, and the Union shall be free to take any economic action, including refusal of employees to work and picketing to obtain Employer compliance with this Agreement, notwithstanding any other provisions of this Agreement.

Notification. Upon sixty (60) day advanced written notification prior to each anniversary date of this Agreement, the Union shall have the right to increase or decrease the Working Dues Check-Off set forth in Addendum I. Such changes shall be promptly reflected in a signed amendment to this Agreement.

Section 8. Market Preservation. For work performed exclusively within McLean County, Local #362, (Bloomington) and upon receipt of a proper assignment executed by an employee, the Employer agrees to deduct from the wages of each such employee the amount listed for Market Preservation Fund in Addendum I and forward such monies to LIUNA #362, P.O. Box 3248, Bloomington, Illinois 61702.

For work performed exclusively within Livingston, Woodford, Marshall and Eastern ½ of Stark Counties, Local #996 (Roanoke), and upon receipt of a proper assignment executed by an employee, the Employer agrees to deduct from the wages of each such employee the amount listed for Market Preservation Fund in Addendum I and forward such monies to Laborers' Local #996, P.O. Box 410, Roanoke, IL 61561.

For work performed exclusively within Henderson, Henry, Knox, ½ W. Stark and Warren, Local #538 (East Galesburg) and upon receipt of a proper assignment executed by an employee, the Employer agrees to deduct from the wages of each such employee the amount listed for Market Preservation Fund in Addendum I and forward such monies to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615. The said monies should be in the fund Office by the 15th day of the following month covering the hours worked in the previous month.

Section 9. Laborers & Employers Cooperation and Education Trust. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust

creating and establishing the North Central Illinois Laborers' District Council Laborers' & Employers' Cooperation and Education Trust; and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representative such Trustees as may be, from time to time, appointed to serve as Employer Trustees herein.

The Employer shall contribute to the Trust the amount listed in Addendum I for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust, and forward such monies to North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615.

Section 10. Vacation Fund. The amount listed in Addendum I shall be deducted from the employee's hourly wage rate for each hour worked or paid to each employee covered by this Agreement.

Section 11. If any Employer fails to pay wages, rates of pay as contained in signed Addendum hereto, or to pay into the above said funds, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

Section 12. For the purpose of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with this Agreement shall be counted as hours for which contributions are payable.

ARTICLE 13 Pay Day

Section 1. The Employer may pay in cash or by check. Wages shall be payable before quitting time and are to be paid in cash or by other legal tender. In the event that the employer wishes to pay by direct deposit and at the employee's option, employees may be paid by direct deposit of wages to the bank or financial institution of employee's choice. In the event cash or direct deposit is paid, the employee shall be given a statement of earnings and deductions containing the employer's name, phone number and address, date, the name of the person making the payment and the name of the person being paid. When checks are used, the check stub shall have the employee's name and also the contractor's name, address, date and all earnings and deductions made for the pay period that is covered by that check. The Employer shall have the right to make such deductions from the employee's salary as required by State and Federal laws for Social Security, Income tax and dues check-off. The Employer shall comply with all Federal and State laws governing the unemployment of employees and liability to the general public, including workmen's compensation, FICA benefits, and agrees to carry on all laborer's unemployment compensation.

Section 2. Wages shall be paid in cash, by check weekly, or Direct Deposit with written approval of the employee, and not more than five (5) days' wages may be withheld at any time. Any workman laid off or discharged shall be paid his wages immediately. In the event he is not paid off, waiting time, not to exceed eight (8) hours per day at the regular straight time rate shall be charged until payment is made. By mutual agreement between the Business Manager and Employer, waiting time may be

waived. When pay day is a regular holiday, employees shall be paid on the day before such holiday, prior to quitting time. On regular pay day employees must be paid prior to quitting time. Employees not paid prior to quitting time shall be entitled to pay at straight time rate for waiting. In case of bad weather, the pay checks shall be ready by 10:00 a.m. or sooner if possible on pay day. Regular pay day shall be determined at the Pre-Job Conference, or agreement between the Business Manager and the Employer. If a contractor does not have an established bank account in the area where work is to be performed, he will provide a way for employees to cash their payroll checks.

Note: Direct deposit original check stubs shall be emailed or mailed to the employee's email address or home mailing address on the contractor's regular payday.

ARTICLE 14 Premium Pay

The following jobs shall be paid at a premium:

- A. Dynamite man - minimum four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate and if he is required to work more than four (4) hours, he shall receive eight (8) hours at \$1.00 per hour above the prevailing rate, and if he shall have only four (4) hours to shoot dynamite, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular time.
- B. Hazardous Waste Workers, Asbestos Abatement Worker, Lead Base Paint Worker - minimum four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate and if they are required to work more than four (4) hours they shall receive eight (8) hours at \$1.00 per hour above the prevailing rate, and if they shall have only four (4) hours to perform this work, they shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular time.
- C. When an employee works at a premium rate before 12:00 noon, he shall be paid at the applicable rate until the lunch hour. If an employee works after 12:00 noon at a classification rate, he shall be paid at the applicable rate until quitting time.
- D. Except as provided elsewhere herein, all overtime work shall be paid at one and one-half (1½) times the regular rate.

ARTICLE 15 Depth and Height Pay

Section 1. On scaffolding or false work, whether attached or free standing, staging, movable decks and slip forms, buildings, towers, tanks, or elevators and all height on new and old construction or wrecking, the hourly rate of pay shall be the regular rate of wages for the first twenty (20) feet and for each additional 20 feet or any fraction thereof, the rate shall increase fifteen (\$.15) cents per hour until the height of one hundred (100) feet has been reached. After the height of one hundred (100) feet has

been reached, the rate shall increase twenty-five cents (\$.25) for each twenty (20) feet or any fraction thereof and for every twenty (20) feet or any fraction thereof thereafter.

Section 2. When laborers are required to work six (6) to twelve (12) feet below immediate existing ground level on caisson, shaft, trench excavations and bridge work, they shall receive twenty (\$.20) per hour premiums more than the classification they are working under and twenty cents (\$.20) shall be added for each additional ten (10) feet or any fraction thereof below existing ground level excluding foundation drain tile eight inches (8") and under.

Section 3. When laborers are required to work in a ditch or trench excavation, such safety measures as sloping, shoring, or bracing as are appropriate and reasonable under the circumstances shall be taken.

Section 4. When employee works under one of the higher classifications in Article 15 - Depth and Height Pay, before 12:00 noon, he shall be paid at the applicable rate until lunch hour. If employee works after 12:00 noon, he shall be paid at the applicable rate until quitting time.

All heights are subject to free fall.

ARTICLE 16 Labor Foreman

Section 1. When there are six (6) laborers employed on a project or job, one (1) laborer shall be a working foreman. For every six (6) additional laborers employed on a project or job, one (1) shall be a working foreman. The contractor may advance a working foreman to a non-working labor foreman if he so desires.

Section 2. Employers shall appoint such foremen if any shall be needed. All such foremen shall be members of one of the Local Unions signatory to this Agreement as provided in Article 11 hereof. Said foreman shall have been employed as a laborer in the area covered by this Agreement for a period of not less than one year and shall be paid at least one dollar and fifty cents (\$1.50) per hour more than the rate of pay of the highest paid laborer under his supervision.

Section 4. General Labor Foreman shall receive one dollar and seventy five cents (\$1.75) per hour more than the highest paid man under his supervision.

ARTICLE 17 Watchman Clause

Watchmen shall receive straight time pay for all Saturday, Sundays, and holidays. Time and one-half (1½) shall be paid for all overtime. If the watchmen are doing any work that comes under the classification other than watchman in this Agreement, they shall be governed by the working rules and rates of this Agreement.

ARTICLE 18
Hours of Work and Holidays

Section 1. Eight (8) nine (9) or ten (10) hours a day will constitute a day's work between the hours of 8:00 a.m. and 5:30 p.m. as determined by the Employer and the Business Manager.

Flexible starting time and flexible lunch period provision of this Section shall automatically apply to contractors who have maintained an office within the jurisdiction of the contract for a period of one (1) year preceding each yearly anniversary of the Agreement. Employers who do not so qualify shall submit their starting time(s) plan to the Union at the pre-job conference. For these employers starting time(s) shall be agreed to in a pre-job conference or agreement between the contractor and business representative of the Union.

The lunch period shall commence between 4th and 5th hour. Any other arrangement for the lunch period must be agreed to at the pre-job conference for that project. Laborers shall be paid at the time and one-half (1½) rate for working through the lunch period. Any violation of this clause or any pre-job agreement shall be subject to the grievance procedure.

The lunch period shall be a thirty-(30) minute period between 4th and 5th hour. If the crew involved in a paving or lay down operation is required to work through the lunch period and not take a lunch period (eating while working), the crew shall receive, in addition to the regular pay for the hours worked, an additional one-half (1/2) hour pay at the overtime rate. Thus, an employee who is required to eat while working and works from 8:00 a.m. until 4:00 p.m. shall receive eight (8) hours' straight-time pay and one-half (1/2) hour pay at the overtime rate. In addition, an employee who is required to eat while working and works from 8:00 a.m. until 4:30 p.m. shall receive eight (8) hours' straight-time pay and one (1) hour pay at the overtime rate.

At the discretion of the Employer, and if state and/or federal law allows, Laborers may be required to work up to four (4) hours on Saturday at the straight time rate of pay to make up for hours lost due to weather, Monday through Friday of the current week; provided that if employees of any other craft working on the job on Saturday receive overtime pay during the same work hours, the laborers shall receive the overtime rate of pay and further provided that such make up work shall be performed prior to noon on Saturday.

It is further agreed that if there is contention of misuse of the forty (40) hour work week as set forth above, the Article 27 Adjustment of Disputes should be in full force and effect.

Section 2. No contractor shall be permitted to shut down the job the day before or after a holiday solely because of the holiday, providing the holiday falls on a normal workday, providing there is laborers' work to be performed.

Section 3. Any overtime during the first half (½) hour will be paid to the nearest quarter (¼) hour. All overtime after the first half (½) hour will be as follows: any overtime under thirty (30) minutes consists of thirty (30) minutes, over thirty (30) minutes shall be counted an hour.

Section 4. Legal holidays shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Veteran's Day to be celebrated on the day as determined by a majority of crafts working the area. No work shall be done on Labor Day, except as a condition of extreme emergency, and then only after consent is given by the Business Manager. Double time shall be paid for work done on holidays and Sundays.

Section 5. If a holiday falls on Sunday, it will be observed on the following Monday. If a holiday falls on any other day, it shall be celebrated on that day.

ARTICLE 19 Show-Up Time and Starting Time

Section 1. When an Employer requests a qualified Laborer through the Union or recalls a previous employee, and the employee reports on the job as ordered and is not put to work, they must be paid two (2) hours show up time.

Section 2. When employees employed on a job finish their day's work and return to work on the following day, they shall be allowed two (2) hours show-up time, unless they have been notified the day before that there would be no work.

Section 3. It is agreed, however, that the party of the first part will not be required to pay the show-up time as enumerated in Sections 1 and 2 on account of bad weather or for conditions beyond the control of the contractor, if he maintains a job office with telephone, which is open one and one-half (1½) hour before starting time. If the office has no telephone, then the contractor must make arrangements to have a telephone that the employees can call one and one-half (1½) hour before starting time to find out if there is to be any work or if he should report for work.

The contractor will accept collect calls when employees are inquiring if they should report for work.

Section 4. If work is shut down after start because of weather or equipment breakdown, the laborers shall be paid actual hours worked or a minimum of two (2) hours.

Section 5. When employees commence work they must be given four (4) hours employment or pay. After four (4) hours of employment, employee shall receive eight (8) hours pay. The employee shall remain on the job unless released by the Employer's supervision. If a job is shut down for reasons, other than the weather or equipment breakdown, the employee will receive not less than four (4) hours pay.

Section 6. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.

Overtime compensation shall be paid at the rate of time and one-half (1½) the regular rate of pay, either before or after the established starting time and/or quitting time, including lunch periods. All work performed on Saturday shall be at the rate of time and one-half (1½) and all work performed on Sundays and holidays shall be paid for at the double time rate.

Section 7. On any election day workmen shall be given sufficient time off for the purpose of voting at their respective polling places.

ARTICLE 20 Shift Work

Section 1. Multiple shifts:

(a) When so elected by the Employer, either a two shift or three shift arrangement may be worked for three (3) or more consecutive days provided that Local Unions signatory to this Agreement are notified forty-eight (48) hours in advance of the effective date of the starting of such multiple shift arrangement.

(b) On multiple shift arrangements, the work week shall start at 12:00 midnight Sunday and end at 12:00 midnight Friday.

(c) Employers shall have the right to designate the Employees on any project or portion thereof who shall work on a multiple shift basis; provided however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed reasonable time necessary to change shifts.

(d) Day Shift - The day shift shall be from 8:00 a.m. to 4:30 p.m., exclusive of lunch period and the employees shall receive eight (8) hours pay for eight (8) hours of actual work.

Afternoon Shift - The afternoon shift shall be from 4:00 p.m. to 12:30 a.m., exclusive of lunch period and employees shall receive eight (8) hours pay for eight (8) hours of actual work.

Midnight Shift - The midnight shift shall be from 12:00 a.m. midnight to 8:30 a.m., exclusive of lunch period, and the employees shall receive eight (8) hours pay for eight (8) hours of actual work.

Lunch periods - The regular lunch periods for all employees on shift work shall be as follows:

Day Shift -- 12:00 noon to 12:30 p.m.

Afternoon Shift -- 8:00 p.m. to 8:30 p.m.

Midnight Shift -- 4:00 a.m. to 4:30 a.m.

Shift premium pay shall be two dollars (\$2.00) per hour for the afternoon shift and two dollars and fifty cents (\$ 2.50) per hour for the midnight shift, and the special shift.

Section 2. When a shift is started on shift work, the men shall be paid for the full shift. If shift work is worked less days than the shift work article specifies - Article 20 - the second and third shifts shall be paid on overtime basis at the applicable rate. If employees are required to work other than the established shift hours, they shall be paid the applicable overtime rate.

Section 3. Special Shift. With prior notification by the Employer to the Business Manager, if a special shift is required by an owner and if the Employer is required to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$2.50 an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch between 4th and 5th hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours.

The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions of employment shall be as mutually agreed to between the Employer and the Union.

ARTICLE 21 Working Rules

Section 1. Compensation shall be paid to employees being taken out of the jurisdiction of their respective Local Union.

Section 2. Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the workday.

Section 3. The contractor shall furnish all tools, rainpants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over.

Laborers will not be required to work in the rain unless in the case of extreme emergency, such as a concrete pour.

Section 4. It is understood that the Employer shall furnish gloves to the mason tenders or any employee handling bricks, blocks, tile or hazardous materials.

Section 5. Cement car men are to receive the same number of hours of employment per day as the other laborers on the job.

Section 6. First aid kits shall be furnished and maintained on all jobs.

Section 7. If an employee wishes to take a vacation, he shall notify his employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

Section 8. There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

Section 9. A warm clean shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

Section 10. The contractor shall furnish ice water in sanitary containers with sanitary drinking cups, or provide drinking water through sanitary drinking fountains. The water shall be available on the job at starting time and ice shall be available one (1) hour after starting time.

Section 11. Refreshments brought to the designated work area when work commences may be consumed at the employee's designated work area providing same does not interfere with his normal productivity and/or efficiency.

Section 12. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.

Section 13. On any project or job where a central reporting place is designated the Employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one-half ($\frac{1}{2}$) of a mile or more from the point where the employees are to work. Vehicles shall be properly covered during cold and inclement weather.

Section 14. If Laborers' work is being performed when cement finishers are working, they shall have one (1) laborer as a helper or as many as the job may require, until all laborers' work is completed. Laborers will not stay for the final troweling, unless laborers' work is contemplated.

Section 15. There will be one (1) laborer, or more if the job requires, to tend sawmen, clean up, get new lumber, etc.

Section 16. There will be one (1) laborer, or more if the job requires, to tend sandblasting.

Section 17. If a paving breaker or jackhammer is used, two (2) men will be used to operate same, if hammer weight is fifty (50) pounds or more when used horizontally, or eighty (80) pounds or more when used vertically. The second man will clean up when not operating hammer. The employees used for this work shall use safety glasses and ear plugs at all times, and if necessary, use respirators.

Section 18. No laborer shall leave the tool shed before the established starting time and shall have all tools put away by the established quitting time, unless instructed to work overtime.

Section 19. When employees are required to work more than twelve (12) hours after the regular quitting time, they shall be allowed one thirty (30) minute period for supper with pay and shall be allowed thirty (30) minutes with pay at every four (4) hour interval thereafter.

Section 20. When any new men commence work, on the first day, they must be given eight (8) hours pay except as provided in Article 19, Show Up Time.

Section 21. There shall be no scoop shovels used except on sawdust, cinders and snow – light weight aggregate.

Section 22. There shall be no transferring of men from job to job during lunch period.

Section 23. When an employee reports for work on a premium time day, if he works less than four (4) hours, he shall receive four (4) hours pay at the applicable rate. If he works more than four (4) hours, he shall receive eight (8) hours pay at the applicable rate.

Section 24. Employees will be required to call the employer and the Union if he is not able to report to work.

Section 25. In the event of a tool checking system, where laborers check tools, a laborer shall be employed as tool crib man at minimum rate.

Section 26. On bridge decks, the plastic material handling, placing, unloading, setting whether the plastic is preformed or flowed into place, at the minimum scale applicable in this contract.

Section 27. Surveillance will be paid at the Basic Rate for actual hours worked up to forty (40) hours prior to overtime. There shall be no minimum schedule requirements. Employees performing surveillance work only will not be a part of the normal workforce.

ARTICLE 22

Workmen's Compensation Insurance, U.C. Tax, and O.A.S.I.

Section 1. The contractor shall carry Workmen's Compensation Insurance and shall pay Unemployment Compensation Tax and O.A.S.I. tax on all laborers in his employ. Copies of his Workmen's Compensation Insurance policy, or verification thereof, shall be furnished to the Union on request.

ARTICLE 23

Bonding Requirements

For cause, unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least one full year immediately preceding the execution of this Agreement or any Employer who has been delinquent in wages and/or benefits shall obtain and maintain during the term of this Agreement a surety bond in the amount of Fifty Thousand Dollars (\$50,000) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund, Annuity Plan, Welfare Fund, Joint Apprenticeship and Training Fund, Laborers' & Employers' Cooperation and Education Trust, Market Preservation Fund, Vacation Fund and Working Dues Check-Off payments.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Annuity Plan, Welfare Fund, Illinois Laborers' and Contractors' Joint Apprenticeship and Training Fund or Laborers' & Employers' Cooperation and Education Trust, Market Preservation Fund and Vacation Fund when due, the Union aggrieved employees or the Trustees of the Pension Fund, Annuity Plan, Welfare Fund, Illinois Laborers' and Contractors' Joint Apprenticeship and Training Fund and Laborers' & Employers' Cooperation and Education Trust, Market Preservation Fund and Vacation Fund or the Joint Negotiating Committee when pertaining to Working Dues Check-Off, after written

notice to the Employer and Bonding Company, may file claim to obtain payment, costs and reasonable attorney's fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the Surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

ARTICLE 24 **Chimney, Tunnel and Railroad Agreements**

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Stack Agreement" covering the erection, alteration, repair and demolition of reinforced concrete and masonry chimneys.

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Railroad Construction Agreement" when the work awarded pertains to construction of railroad work.

All work coming under the "Tunnel Agreement" of the International Union will be done in accordance with the National Tunnel Agreement.

In the above instances, it shall be the duty of the contractor to notify the regional offices of the Laborers' International Union of North America, under whose jurisdiction the work is to be performed, when they are low bidder on a "Chimney Job" or a "Railroad Construction" job for the purpose of holding a pre-job conference covering that particular job. The contractor involved shall notify the Laborers' International Union of North America, Midwest Regional Office, 1 N. Old State Capitol Plaza, Suite 525, Springfield, Illinois 62701 (Phone: 217/522-3381).

ARTICLE 25 **Pre-Job Conference**

Section 1. A pre-job conference shall be held at least 48 hours prior to the starting of a job if requested by either party.

Section 2. Should an Employer evade a scheduled pre-job conference, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement. It is agreed that a contractor working within the jurisdiction of the Local Unions party to this Agreement, shall notify the Business Manager before starting to work.

ARTICLE 26
Subcontracting

No Employer shall subcontract or assign any of the work described herein which is to be performed at the job site to any contractor, subcontractor or other person or party who falls to sign this Agreement with the conditions of employment contained herein including, without limitations, those relating to Union Security, Rates of Pay and Working Conditions, Hiring, and other matters covered hereunder for the duration of this Agreement.

ARTICLE 27
Adjustment of Disputes

Section 1. There shall be no strikes, work slow downs of any type, or lock outs during the term of this Agreement except as provided for in violation of Articles 11, 12 and 25. Any dispute (other than jurisdiction) which may arise between the parties hereto, or any particular Employer or Local Union covered by this Agreement, which cannot promptly and satisfactorily be resolved by this Agreement, shall be resolved in the following manner.

Section 2. The aggrieved employee, and/or Union representative, and supervision of the Employer shall try to settle the grievance if possible. No employee grievance may be considered unless submitted in writing to the Union and the Employer within ten (10) days of alleged violation.

Section 3. Negotiating Committee. In the event the matter is not settled, it shall be referred to the Negotiating Committee consisting of an equal number but not to exceed three (3) employer representatives and three (3) union representatives, with the employer representatives selected by the Association and the union representatives by the District Council. After notice has been received by either the Association or the District Council, a meeting of the Negotiating Committee will be set up within fifteen (15) days. The determinations of the Negotiating Committee shall be governed by majority vote with each member in attendance having one (1) vote.

Section 4. Arbitration. Should the Negotiating Committee be unable to resolve the matter, then the Union or Association may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one (1) of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from either list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) recognized arbitrators. From the list so submitted, the parties shall within ten (10) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The party filing the grievance shall reject the first name. The parties recognize that time is of the essence. Expenses of arbitration, including the arbitrator's fee and expenses, will be borne equally by both parties.

Section 5. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms

of this Agreement or any agreement made supplementary thereto. Wages, hours, fringe benefits are not arbitrable.

Section 6. Conclusiveness and Enforcement. The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding, and conclusive upon all parties (the Union, Employers, Association and employees and all claiming thereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE 28

Safety

Section 1. It is recognized there are important roles to be performed by the employees and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.

Section 2. It is important to succeed in this cooperative effort because it is also recognized that failure can mean hardship to the employee and a threat to the security of his family.

Section 3. It is because of these mutual benefits that the employees, Union officials and management pledge to cooperate and do all that is possible to maintain a safe, hazard-free working environment.

Section 4. Personal Cell Phone and Other Communication Devices: Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

Section 5. All Laborers shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection.

Section 6. Failure on the part of an employee to comply with safety rules established by the Employer may be grounds for dismissal.

ARTICLE 29
Non-Prescription Drugs and Alcohol

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the employer's property, site of construction, or during working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or Non-Prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a Prescription and are not covered by a currently valid prescription endorsed by a qualified physician for use by named employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purposes of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. Provision for Employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Employers shall be responsible and liable for the administration of this policy. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act or other testing required by owner. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (SAMHSA) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Random Tests:

All employees covered by this random drug test policy will be included as part of the group from which the Medical Review Officer (MRO) will randomly select employees by using a computer generated selection of social security numbers for testing per the requirements of the Employer's policy.

On a periodic basis the MRO will select randomly a number for random testing during that month.

Names selected will be forwarded to each Employer who will notify their employees selected to be tested. The Employer will be given a date before which the individual must be tested. The persons to be tested shall not be informed before the actual test is to be performed. Failure of the Employer to accomplish the above requirements in the time allotted will cause them to be out of compliance with the random testing requirements.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates (morphine & codeine), phencyclidine (PCP) and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by future Substance Abuse and Mental Health Services Administration (SAMHSA) direction.

Section 6. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

INITIAL TEST

<u>Initial test analyte</u>	<u>Initial test cutoff</u> ¹	<u>Confirmatory test analyte</u>	<u>Confirmatory test cutoff concentration</u>
Marijuana metabolites (THCA) ²	50 ng/mL ²	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL ²	Benzoylecgonine	100 ng/mL.
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA ⁴ /MDA ²	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

Alcohol test levels at or above .02 shall be considered a positive test for safety-sensitive equipment.

All drug and alcohol testing shall follow the procedures outlined by SAMHSA and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 7. Employees taking prescription medication which, according to their physician have physical or mental side effects which could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 8. Any employee with test results of negative shall be compensated for all hours lost. If an employee has a confirmed positive test, (s)he (a) will not be eligible for re-hire for up to thirty (30) days, or as determined by established company policy, (b) enrollment in and completion of a Substance Abuse Professional's (SAP) recommendations for return to duty at employee's own expense, and (c) and agree to periodic follow-up drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Terminations under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to Article 27, Adjustment of Disputes, of this Agreement.

ARTICLE 30 Market Preservation

The Business Manager, with the approval of the District Council Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

On jobs where non-signatory contractors are bidding, the terms and conditions of employment shall be as mutually agreed to by the Employer and the Union. Once concessions are granted by the Business Manager with approval of the District Council Business Manager the following procedure shall be strictly adhered to:

Step 1. Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such request shall be directed to the appropriate Business Manager, who shall, as appropriate, grant concessions and modifications necessary to assure continued work opportunities for employees.

Step 2. Once a Business Manager agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) no later than two (2) working days prior to bid opening. However, they must be confirmed in writing as soon as practical.

Step 3. Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project.

Any wage adjustments granted as a part of concessions for a specific project shall be established on a percentage of the base wage rate. Fringes and contributions shall continue to be paid as provided in the respective Collective Bargaining Agreements.

ARTICLE 31
Concrete Specialists

Concrete Specialists wages and fringe benefits shall be established by mutual agreement between the Union and the Association.

Section 1. Concrete Specialists shall perform all work assigned to them relating to, but not limited to, pouring, striking of and finishing all concrete surfaces, driving of all stakes, the placing of forms and screeds, including steel curb and gutter for sidewalk screeds to the point of installation, all laborer work on all curb and gutter machines, all gunnite work one and one half (1½) inches, all laborer work on cement guns, the nozzle man and machinery operator on all gunnite work, reinforced concrete stack work except footing or bases, the setting of string line for grade and curb machine. Strike off of concrete when used as paving material by hand and floating or mechanical screeding for strike off of concrete used therefor.

Section 2. It is agreed that multi-card employment is permissible under the terms of the Agreement, and it is expressly agreed that the employer will pay fringe benefits to only one craft, to be selected by the employee. Selection by the employee of the craft to which fringe benefits are to be paid shall be in writing.

Section 3. If, in changing classifications, the rate of pay for one classification is higher than the other, the employee shall be paid the higher rate of pay for that day.

WAGES FOR CLASSIFICATIONS OR WORK NOT HEREIN SPECIFIED SHALL BE DETERMINED BY BOTH PARTIES TO THIS AGREEMENT.

ARTICLE 32
Invalidity and Severability

It is the intent of both parties to this Agreement to comply fully with all State and Federal laws and Presidential Executive Orders. If it is found by a court of competent jurisdiction that any section of this Agreement is in conflict with any State or Federal laws or Presidential Executive Orders then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the law or Presidential Executive Order. Deadlocks in such renegotiations shall be submitted to arbitration. All other sections and articles of this Agreement shall remain in full force and effect.

WAGE INCREASES:

L 362/L 538/L996 Effective May 1, 2020 Wages and/or Fringe Benefits Increase \$1.67 per hour.

L 362/L538/L 996 Effective May 1, 2021 Wages and/or Fringe Benefits Increase \$1.71 per hour.

L 362/L 538/L996 Effective May 1, 2022 Wages and/or Fringe Benefits Increase \$1.86 per hour.

L 362/L 538/L996 Effective May 1, 2023 Wages and/or Fringe Benefits Increase \$1.91 per hour.

L 362/L 538/L 996 Effective May 1, 2024 Wages and/or Fringe Benefits increase \$1.97 per hour.

ARTICLE 33
Entire Agreement of Parties

This is the entire agreement of the parties. Neither party shall be required to render any performance not set forth specifically herein.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures which officially bind said parties under the provisions of this Agreement.

AGC OF ILLINOIS:

BY: Michael Goeken 4/23/2020
Michael Goeken, Date

BY: Dave Stark 4/23/20
Dave Stark, Co - Chairman Date

BY: Frank Kazenske 4/23/2020
Frank Kazenske, Director of Labor Relations Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL:

BY: Anthony Penn 4/22/2020
Anthony Penn, Business Manager Date

BY: Eric Penn 4/22/2020
Eric Penn, Laborers' Local #362 Date

BY: Michael M. Tutthill 4/22/2020
Michael Tutthill, Laborers' Local #538 Date

BY: Ronald J. Ellis 4/22/2020
Ronald Ellis, Laborers' Local #996 Date

MEMORANDUM OF UNDERSTANDING

WHEREAS: By Notice dated February 16, 2022, the Illinois Laborers & Contractors Joint Apprenticeship & Training Program ("ILCJATP") notified the parties that it has changed the Apprentice Wage Progression Schedule and will no longer follow the Apprentice Wage Progression Schedule contained in the parties' current collective bargaining agreement[s]; and

WHEREAS: The undersigned parties wish to modify the terms of their collective bargaining agreement[s] to address these changes by the ILCJATP and to adopt the new apprenticeship wage progression attached to this Memorandum as Exhibit A;

Therefore, the Parties agree that their collective bargaining agreement[s] listed in this Memorandum of Understanding will be modified to update the existing Apprenticeship Wage Progression with the new Apprenticeship Wage Progression schedule contained on Exhibit A to this Memorandum of Understanding, to be effective on March 1, 2022.

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

By: Frank Kazenske 3/8/2022
Frank Kazenske, Director of Labor Relations Date

THE GREAT PLAINS LABORERS' DISTRICT COUNCIL

By: AK 3/4/2022
Date

LABORERS INTERNATIONAL UNION OF N.A. LOCAL NO. 362

By: R-P-1 3/9/2022
Date

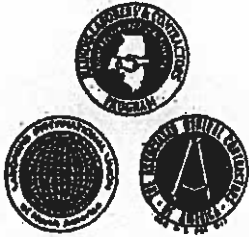
LABORERS INTERNATIONAL UNION OF N.A. LOCAL NO. 538

By: Michael M. Tithill 3/7/2022
Date

LABORERS INTERNATIONAL UNION OF N.A. LOCAL NO. 996

By: Paul J. [Signature] 3/7/2022
Date

EXHIBIT A



ILLINOIS LABORERS' & CONTRACTORS JOINT APPRENTICESHIP & TRAINING PROGRAM

1730 750N Avenue
Mount Sterling, Illinois 62353-9537
Phone: (217) 773-2741
Fax: (217) 773-2835

Date: February 16, 2022

To: District Council Business Managers
Local Union Business Managers

From: Terrance Whitecotton, Administrator

In Re: Construction Craft Laborer Apprenticeship Program Changes

The Board of Trustees of the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program has recently approved a change to both the Apprentice Wage Progression Schedule, and Apprentice Related Instruction Schedule.

At the request of the Board, they have asked all District Council's to provide this information to all participating Contractor Associations within their respective areas.

Effective March 1, 2022 these changes are as follows:

Apprenticeship Wage Progression Schedule (All wages include Full Fringe Benefits)

0-750 Hours:	75% of Journeyworker Rate	
751-1000 Hours:	80% of Journeyworker Rate	(Must complete 160 hours of related training)
1001-2000 Hours:	85% of Journeyworker Rate	(Must complete 160 hours of related training)
2001-3000 Hours:	95% of Journeyworker Rate	(Must complete 160 hours of related training)

Apprentice Probationary period will remain at 750 hours.

In no case will the starting wages of apprentices be less than that required by any minimum wage law which may be applicable. The apprentice rate shall be based on the appropriate percent of the journeyworker rate of the Collective Bargaining Agreement.

Apprenticeship Related Training

The Related Instruction Training (see attached) will be reduced from 616 total hours to 480 hours for all enrolled apprentices. Apprentices will be required to complete at minimum 160 hours of related training each year of the three (3) year program.

As always, should you have any questions regarding this information please do not hesitate to contact the Fund office at (217) 773-2741.



CONSTRUCTION CRAFT LABORER APPRENTICESHIP PROGRAM

2022 RELATED TRAINING INSTRUCTION - REVISION

All apprentices are required to obtain 1,000 hours of On-Job-Learning, as well as 160 hours of related training each year of the program to wage progress to the next level.

INITIAL TRAINING

New Apprentice-Craft Orientation-Mandatory 1st Class	40 Hours
General Construction-Mandatory 2nd Class	40 Hours
Construction Math-Mandatory 3rd Class	40 Hours
Asphalt Technology & Construction	40 Hours
Concrete Worker	40 Hours

REMAINING REQUIRED TRAINING

Blueprint Reading	40 Hours
Grade Checking / Intro to GPS	40 Hours
Mason Tending	40 Hours
Pipelaying	40 Hours
Bridge Construction, Renovation, & Demolition	40 Hours
Hoisting & Rigging	40 Hours
ELECTIVE COURSE	40 Hours

TOTAL RELATED TRAINING INSTRUCTION	480 HOURS
-------------------------------------------	------------------

ELECTIVE COURSE LISTING SELECTIONS:

- Asbestos Worker & Refresher
- Concrete Worker Advanced
- GPS
- Hazardous Waste Operations
- Landscaping
- OSHA30 / Confined Space / Hazard Communications
- Scaffold Builder Tech

ADDENDUM I
WAGES, FRINGE CONTRIBUTIONS AND DEDUCTIONS
EFFECTIVE: May 1, 2022

The wages, fringe contributions and deductions for Heavy, Highway & Utility Construction shall be as described below:

LABORERS' LOCAL NO.	362 Bloomington
LABORER RATE	\$35.26
PENSION FUND	13.99
ANNUITY PLAN	4.80
WELFARE FUND	8.50
TRAINING FUND	0.80
L.E.C.E.T.	0.23
MRFFC	0.15
AGCI IAF	0.20
UNION TOTAL PACKAGE	\$63.73
EMPLOYER TOTAL PACKAGE	\$63.93
DEDUCTIONS:	
MARKET PRESERVATION	1.39
VACATION FUND	1.00
WORKING DUES	5.5%

- 1) All payments (except otherwise noted below) to be sent to Central Laborers' Pension Fund Office, P.O. Box 1267, Jacksonville, Illinois 62651.
- 2) Overtime hours worked to be paid at the applicable overtime rate.
- 3) Overtime hours for Annuity will be paid at the applicable overtime rate and sent to Central Laborers' Fringe Benefit Funds, P.O. Box 1267, Jacksonville, Illinois 62651.
- 4) Laborers'-Employers' Cooperation and Education Trust (L.E.C.E.T.) and Midwest Region Foundation for Fair Contracting (MRFFC) are to be paid by the Employer and sent to North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615.

- 5) Training Fund shall be sent to North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615. Employers that perform work in the Hazardous Waste, Asbestos and Lead Base Paint Industries shall pay a training program contribution of \$.10 per hour premium above the training program contribution as referred to above.
- 6) Dues Check-Off and Market Preservation Fund to be deducted from the Basic Labor Rate for Local 362 and sent to Local 362, P.O. Box 3248, Bloomington, Illinois 61702.
- 7) Dues Check-Off calculated as a percentage of gross pay.
- 8) The Vacation Fund shall be deducted from the employee's Basic Labor Rate and sent to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615. Overtime hours to be paid at the applicable overtime rate.
- 9) Welfare Fund Contributions: Welfare contributions for overtime hours worked to be paid at the straight time rate and sent to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615.
- 10) Employers that perform work on Windfarms and Pipelines shall pay a L.E.C.E.T. contribution of \$0.33 per hour.
- 11) Union Total Package excludes AGCI IAF. Employer Total Package includes AGCI IAF.

WAGE INCREASES:

Effective May 1, 2023 Wages and/or Fringe Benefits increase \$1.91 per hour

Effective May 1, 2024 Wages and/or Fringe Benefits increase \$1.97 per hour

Laborers' Local 362
Heavy/Highway Wage Addendum
Effective 05/01/2022

AGC OF ILLINOIS:

BY: Frank Kazenske 4/13/2022
Frank Kazenske, Director of Labor Relations Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL:

BY: AP 4/7/2022
Anthony Penn, Business Manager Date

BY: R. Paul 4/8/22
Ron Paul, Laborers' Local #362 Date

Company Name

Contractor's Address

City State Zip

Telephone Number Date

Facsimile Number

Contractor's Signature

**ADDENDUM I
WAGES, FRINGE CONTRIBUTIONS AND DEDUCTIONS
EFFECTIVE: MAY 1, 2022**

The wages, fringe contributions and deductions for Heavy, Highway & Utility Construction shall be as described below:

LOCAL UNION:	538 East Galesburg
BASIC LABORER RATE	\$32.60
PENSION FUND	\$13.75
ANNUITY PLAN	\$3.00
N. CENTRAL IL WELFARE FUND	\$8.50
NORTHERN IL WELFARE FUND	\$0.85
TRAINING FUND	\$0.80
L.E.C.E.T.*	\$0.23
MRFFC	\$0.15
AGCI IAF	\$0.20
UNION TOTAL PACKAGE	\$59.88
EMPLOYER TOTAL PACKAGE	\$60.08
MARKET PRESERVATION FUND	\$0.39
VACATION FUND	\$4.00
WORKING DUES CHECK-OFF**	5.5%

- 1) All payments (except otherwise noted below) to be sent to Central Laborers' Pension Fund Office, P.O. Box 1267, Jacksonville, Illinois 62651.
- 2) Overtime hours worked to be paid at the applicable overtime rate.
- 3) Overtime hours for Annuity will be paid at the applicable overtime rate and sent to Central Laborers' Fringe Benefit Funds, P.O. Box 1267, Jacksonville, Illinois 62651.
- 4) Laborers'-Employers' Cooperation and Education Trust (L.E.C.E.T.) and Midwest Region Foundation for Fair Contracting (MRFFC) are to be paid by the Employer and sent to North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615.

- 5) Training Fund shall be sent to North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615. Employers that perform work in the Hazardous Waste, Asbestos and Lead Base Paint Industries shall pay a training program contribution of \$.10 per hour premium above the training program contribution as referred to above.
- 6) Dues Check-Off and Market Preservation Fund to be deducted from the Basic Labor Rate for Local 538 and sent to North Central Illinois Laborers' Health & Welfare fund, 4208 W Partridge Way, Unit 3, Peoria Illinois 61615. Dues Check-Off calculated as a percentage of gross pay.
- 7) The Vacation Fund shall be deducted from the employee's Basic Labor Rate and sent to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615. Overtime hours to be paid at the applicable overtime rate.
- 8) Welfare Fund Contributions: Welfare contributions for overtime hours worked to be paid at the straight time rate and sent to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615.
- 9) Employers that perform work on Windfarms and Pipelines shall pay a L.E.C.E.T. contribution of \$0.33 per hour.
- 10) Union Total Package excludes AGCI IAF. Employer Total Package includes AGCI IAF.

WAGE INCREASES:

Effective May 1, 2023 Wages and/or Fringe Benefits increase \$1.91 per hour

Effective May 1, 2024 Wages and/or Fringe Benefits increase \$1.97 per hour

Laborers' Exhibit B

Bureau County Prevailing Wage Rates posted 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	ALL		34.11	36.11	1.5	1.5	2.0	2.0	9.35	19.87	0.00	0.80	
LABORER, SKILLED	All	ALL		34.51	36.51	1.5	1.5	2.0	2.0	9.35	19.87	0.00	0.80	

Bureau County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	ALL		34.11	36.11	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	19.87/ 22.62/ 25.37	0.00	0.80	
LABORER, SKILLED	All	ALL		34.51	36.51	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	19.87/ 22.62/ 25.37	0.00	0.80	

Carroll County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	

Carroll County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80	
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80	
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80	

DeKalb County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		38.24	39.24	1.5	1.5	2.0	2.0	9.35	21.76	0.00	0.80	
LABORER	All	HWY		40.94	41.69	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	
LABORER, SKILLED	All	HWY		44.19	44.94	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	

DeKalb County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	BLD		38.24	39.24	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	21.76/ 24.26/ 26.76	0.00	0.80	
LABORER	All	HWY		40.94	41.69	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	24.76/ 28.76/ 32.76	0.00	0.80	
LABORER, SKILLED	All	HWY		44.19	44.94	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	24.76/ 28.76/ 32.76	0.00	0.80	

Ford County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	
LABORER	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	
LABORER, SKILLED	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	
LABORER, SKILLED	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	

Ford County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 22.24/ 22.24	0.00	0.80	
LABORER	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 26.24/ 26.24	0.00	0.80	
LABORER, SKILLED	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 22.24/ 22.24	0.00	0.80	
LABORER, SKILLED	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 26.24/ 26.24	0.00	0.80	

Fulton County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		31.00	32.50	1.5	1.5	2.0	2.0	10.25	17.61	0.00	0.80	
LABORER	All	HWY		35.25	36.75	1.5	1.5	2.0	2.0	10.25	21.23	0.00	0.80	

Fulton County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		31.00	32.50	1.5	1.5	2.0	2.0	10.25/ 15.38/ 20.50	17.61/ 26.41/ 35.22	0.00	0.80		
LABORER	All	HWY		35.25	36.75	1.5	1.5	2.0	2.0	10.25/ 10.25/ 10.25	21.23/ 26.36/ 31.47	0.00	0.80		

Henderson County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35	16.80	0.00	0.80	
LABORER	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35	16.75	0.00	0.80	
LABORER, SKILLED	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35	16.80	0.00	0.80	
LABORER, SKILLED	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35	16.75	0.00	0.80	

Henderson County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.80/ 18.23/ 18.23	0.00	0.80		
LABORER	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.75/ 18.25/ 19.75	0.00	0.80		
LABORER, SKILLED	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.80/ 18.23/ 18.23	0.00	0.80		
LABORER, SKILLED	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.75/ 18.25/ 19.75	0.00	0.80		

Henry County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Overtime						H/W	Pension	Vac	Trng	Other Ins
				Base	Foreman	M-F	Sa	Su	Hol					
LABORER	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35	16.80	0.00	0.80	
LABORER	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35	16.75	0.00	0.80	
LABORER, SKILLED	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35	16.80	0.00	0.80	
LABORER, SKILLED	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35	16.75	0.00	0.80	

Henry County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Overtime/Base Wage						Fringes Base/1.5/2.0			Vac	Trng	Other Ins
				Base	Foreman	M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.80/ 18.23/ 18.23	0.00	0.80		
LABORER	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.75/ 18.25/ 19.75	0.00	0.80		
LABORER, SKILLED	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.80/ 18.23/ 18.23	0.00	0.80		
LABORER, SKILLED	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.75/ 18.25/ 19.75	0.00	0.80		

Iroquois County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Overtime						H/W	Pension	Vac	Trng	Other Ins
				Base	Foreman	M-F	Sa	Su	Hol					
LABORER	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	
LABORER	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	
LABORER, SKILLED	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	
LABORER, SKILLED	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	

Iroquois County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Overtime/Base Wage						Fringes Base/1.5/2.0			Vac	Trng	Other Ins
				Base	Foreman	M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 22.24/ 22.24	0.00	0.80		
LABORER	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 26.24/ 26.24	0.00	0.80		
LABORER, SKILLED	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 22.24/ 22.24	0.00	0.80		
LABORER, SKILLED	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 26.24/ 26.24	0.00	0.80		

Jo Daviess County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	

Jo Daviess Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		

Kankakee County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	
LABORER	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	
LABORER, SKILLED	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	
LABORER, SKILLED	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00	22.24	0.00	0.80	

Kankakee County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 22.24/ 22.24	0.00	0.80		
LABORER	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 26.24/ 26.24	0.00	0.80		
LABORER, SKILLED	All	BLD		40.30	41.30	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 22.24/ 22.24	0.00	0.80		
LABORER, SKILLED	All	HWY		41.28	42.28	1.5	1.5	2.0	2.0	10.00/ 10.00/ 10.00	22.24/ 26.24/ 26.24	0.00	0.80		

Knox County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35	16.80	0.00	0.80	
LABORER	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35	16.75	0.00	0.80	
LABORER, SKILLED	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35	16.80	0.00	0.80	
LABORER, SKILLED	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35	16.75	0.00	0.80	

Knox County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.80/ 18.23/ 18.23	0.00	0.80	
LABORER	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.75/ 18.25/ 19.75	0.00	0.80	
LABORER, SKILLED	All	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.80/ 18.23/ 18.23	0.00	0.80	
LABORER, SKILLED	All	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.75/ 18.25/ 19.75	0.00	0.80	

LaSalle County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	ALL		34.11	36.11	1.5	1.5	2.0	2.0	9.35	19.87	0.00	0.80	
LABORER, SKILLED	All	ALL		34.51	36.51	1.5	1.5	2.0	2.0	9.35	19.87	0.00	0.80	

LaSalle County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	ALL		34.11	36.11	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	19.87/ 22.62/ 25.37	0.00	0.80	
LABORER, SKILLED	All	ALL		34.51	36.51	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	19.87/ 22.62/ 25.37	0.00	0.80	

Lee County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	

Lee County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		

Livingston County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER, SKILLED	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER, SKILLED	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	

Livingston County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 18.54	0.00	0.80		
LABORER	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 20.54	0.00	0.80		
LABORER, SKILLED	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 18.54	0.00	0.80		
LABORER, SKILLED	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 20.54	0.00	0.80		

Marshall County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER, SKILLED	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER, SKILLED	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	

Marshall County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 18.54	0.00	0.80	
LABORER	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 20.54	0.00	0.80	
LABORER, SKILLED	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 18.54	0.00	0.80	
LABORER, SKILLED	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 20.54	0.00	0.80	

McLean County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		32.72	33.97	1.5	1.5	2.0	2.0	8.50	17.54	0.00	0.80	
LABORER	All	HWY		35.26	36.76	1.5	1.5	2.0	2.0	8.50	18.79	0.00	0.80	
LABORER, SKILLED	All	BLD		32.72	33.97	1.5	1.5	2.0	2.0	8.50	17.54	0.00	0.80	
LABORER, SKILLED	All	HWY		35.26	36.76	1.5	1.5	2.0	2.0	8.50	18.79	0.00	0.80	

McLean County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	BLD		32.72	33.97	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	17.54/ 19.32/ 19.32	0.00	0.80	
LABORER	All	HWY		35.26	36.76	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	18.79/ 21.19/ 23.59	0.00	0.80	
LABORER, SKILLED	All	BLD		32.72	33.97	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	17.54/ 19.32/ 19.32	0.00	0.80	
LABORER, SKILLED	All	HWY		35.26	36.76	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	18.79/ 21.19/ 23.59	0.00	0.80	

Ogle County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	

Ogle County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80	
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80	
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80	

Peoria County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		28.83	30.33	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER	All	HWY		33.05	34.55	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
LABORER, SKILLED	All	BLD		29.23	30.73	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER, SKILLED	All	HWY		33.35	34.85	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	

Peoria County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	BLD		28.83	30.33	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	22.29/ 24.16/ 26.03	0.00	0.80	
LABORER	All	HWY		33.05	34.55	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	25.30 /28.30 /31.30	0.00	0.80	
LABORER, SKILLED	All	BLD		29.23	30.73	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	22.29/ 24.16/ 26.03	0.00	0.80	
LABORER, SKILLED	All	HWY		33.35	34.85	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	25.30 /28.30 /31.30	0.00	0.80	

Putnam County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	ALL		34.11	36.11	1.5	1.5	2.0	2.0	9.35	19.87	0.00	0.80	
LABORER, SKILLED	All	ALL		34.51	36.51	1.5	1.5	2.0	2.0	9.35	19.87	0.00	0.80	

Putnam County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	ALL		34.11	36.11	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	19.87/ 22.62/ 25.37	0.00	0.80		
LABORER, SKILLED	All	ALL		34.51	36.51	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	19.87/ 22.62/ 25.37	0.00	0.80		

Stark County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	E	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER	E	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER	W	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35	16.80	0.00	0.80	
LABORER	W	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35	16.75	0.00	0.80	
LABORER, SKILLED	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER, SKILLED	All	HWY		37.51	39.01	2.0	1.5	2.0	2.0	8.50	16.54	0.00	0.80	

Stark County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	E	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 18.54	0.00	0.80		
LABORER	E	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 20.54	0.00	0.80		
LABORER	W	BLD		32.45	33.70	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.80/ 18.23/ 18.23	0.00	0.80		
LABORER	W	HWY		32.60	34.10	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	16.75/ 18.25/ 19.75	0.00	0.80		
LABORER, SKILLED	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.80/ 18.23/ 18.23	0.00	0.80		
LABORER, SKILLED	All	HWY		37.51	39.01	2.0	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 20.54	0.00	0.80		

Stephenson County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	

Stephenson County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		

Tazewell County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	NW	BLD		28.83	30.33	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER	NW	HWY		33.05	34.55	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
LABORER	SE	BLD		31.00	32.50	1.5	1.5	2.0	2.0	10.25	17.61	0.00	0.80	
LABORER	SE	HWY		35.25	36.75	1.5	1.5	2.0	2.0	10.25	21.23	0.00	0.80	

Tazewell Count Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	NW	BLD		28.83	30.33	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	22.29/ 24.16/ 26.03	0.00	0.80		
LABORER	NW	HWY		33.05	34.55	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	25.30 /28.30 /31.30	0.00	0.80		
LABORER	SE	BLD		31.00	32.50	1.5	1.5	2.0	2.0	10.25/ 15.38/ 20.50	17.61/ 26.41/ 35.22	0.00	0.80		
LABORER	SE	HWY		35.25	36.75	1.5	1.5	2.0	2.0	10.25/ 10.25/ 10.25	21.23/ 26.36/ 31.47	0.00	0.80		

Whiteside County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35	22.70	0.00	0.80	

Whiteside County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		37.37	38.37	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		
LABORER	All	HWY		43.07	43.82	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		
LABORER, SKILLED	All	HWY		46.32	47.07	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	22.70/ 26.20/ 29.70	0.00	0.80		

Winnebago County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		38.24	39.24	1.5	1.5	2.0	2.0	9.35	21.76	0.00	0.80	
LABORER	All	HWY		40.94	41.69	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	
LABORER, SKILLED	All	HWY		44.19	44.94	1.5	1.5	2.0	2.0	9.35	24.76	0.00	0.80	

Winnebago County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0			Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W1/1.5/2.0	Pension/1/1.5/2.0				
LABORER	All	BLD		38.24	39.24	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	21.76/ 24.26/ 26.76	0.00	0.80		
LABORER	All	HWY		40.94	41.69	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	24.76/ 28.76/ 32.76	0.00	0.80		
LABORER, SKILLED	All	HWY		44.19	44.94	1.5	1.5	2.0	2.0	9.35/ 9.35/ 9.35	24.76/ 28.76/ 32.76	0.00	0.80		

Woodford County Prevailing Wage Rates posted on 7/15/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
LABORER	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER, SKILLED	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	
LABORER, SKILLED	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50	16.54	0.00	0.80	

Woodford County Prevailing CBA Wage Rates

Trade Title	Rg	Type	C	Base	Foreman	Overtime/Base Wage				Fringes Base/1.5/2.0		Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W/1/1.5/2.0	Pension/1/1.5/2.0			
LABORER	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 18.54	0.00	0.80	
LABORER	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 20.54	0.00	0.80	
LABORER, SKILLED	All	BLD		33.72	34.97	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 18.54	0.00	0.80	
LABORER, SKILLED	All	HWY		37.51	39.01	1.5	1.5	2.0	2.0	8.50/ 8.50/ 8.50	16.54/ 18.54/ 20.54	0.00	0.80	