

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

LOCAL #165

EFFECTIVE: **May 1, 2016**

EXPIRES: **April 30, 2019**

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HIGHWAY\HEAVY 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, 2016** through **April 30, 2019**, 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, shift s 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) 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 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, 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 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.

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 or negotiable check 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 flaggers 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 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, 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

Analytes and Their Cutoffs

Effective Date: October 1, 2010

Reference: Federal Register, November 25, 2008 (73 FR 71858), Section 3.4

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites Codeine/Morphine ²	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³ AMP/MAMP ⁴	500 ng/mL	Amphetamine Methamphetamine ⁵	250 ng/mL 250 ng/mL
MDMA ⁶	500 ng/mL	MDMA MDA ⁷ MDEA ⁸	250 ng/mL 250 ng/mL 250 ng/mL

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

² Morphine is the target analyte for codeine/morphine testing.

³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

⁵ To be reported as positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

⁶ Methylenedioxymethamphetamine (MDMA).

⁷ Methylenedioxyamphetamine (MDA).

⁸ Methylenedioxyethylamphetamine (MDEA).

Alcohol test level at or above .04 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.
Flagman.
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.
 Guniting 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.
 Guniting 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
Guniting 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 2016 through 2019 – 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 2016 – 2019 – 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 three cents (\$0.03) per hour worked for all hours paid at straight time or overtime to each employee working under 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.

1.

The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for.

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, 2016 through April 30, 2019 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 than ninety (90) days before April 30, 2019, 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:

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS


Kurt Baum 5/10/16
Date
AGCI Negotiating Committee


Dave Mifflin 5/13/16
Date
Negotiating Committee

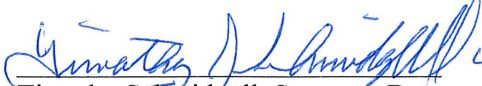

Tim Troyer Date
AGCI Negotiating Committee


Doug Wilson 5-16-16
Date
AGCI Negotiating Committee

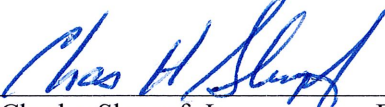

Frank Kazenske 5/4/2016
Date
Director of Labor Relations

FOR THE UNION:

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL #165


Timothy Schmidgall, Sr. 4-25-16
Date
Business Manager

GREAT PLAINS LABORERS DISTRICT COUNCIL


Charles Shempf, Jr. 4-25-16
Date
Business Manager