

**AGREEMENT**

**Between**

**THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS**

**and**

**LOCAL UNION #538 (EAST GALESBURG)**

**of the**

**GREAT PLAINS LABORERS' DISTRICT COUNCIL**

**Covering**

**HIGHWAY/HEAVY and UTILITY CONSTRUCTION**

**in**

**DISTRICT #2  
HENRY COUNTY**

**and**

**DISTRICT #4  
HENDERSON, KNOX, STARK and WARREN COUNTIES**

**EFFECTIVE: MAY 1, 2014**  
**EXPIRATION: APRIL 30, 2017**

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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 Number 538, East Galesburg, 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 Union in the following counties:

Henderson, Henry, Knox, ½ Stark and Warren

**Section 3.** This Agreement shall prevail from May 1, 2014 through April 30, 2017 for Local #538 (East Galesburg) 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 the jurisdiction of Highway Districts #2 and #4 (Laborers' Local 538), 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.

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 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.

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 on job site. All landscape work on work covered by this Agreement.

Rod men and chainmen. Handling of targets and engineers rods.  
GPS if performed by a craft.

Handling creosote and creosote work on railroads.

Sandblasting, skilled work.

1. TENDERS -- All laborers work, skilled, semiskilled 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.

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-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 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 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.

**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 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. 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.

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, settling 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 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, if performed by a craft.

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.

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.

## 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 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 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 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.

(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

Effective January 1, 2006, all new apprentices who enter the Construction Craft Laborer Apprenticeship Program shall serve a four (4) 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	90% of the journeyworker rate and full fringe benefits
	Fourth year	95% of the journeyworker rate and full fringe benefits

- Apprentice must work a minimum of 800 hours each year.
- Must complete both Phase I & II Training and attain minimum of 800 hours to progress to 85% wage.
- Must complete Phase I, II, & III Training and attain minimum of 1600 work hours to progress to 90% wage.
- Must complete Phase I, II, III & IV Training and attain minimum of 2400 work hours to progress to 95% wage.
- Must complete Phase I, II, III & IV Training and attain minimum of 3200 work hours to progress to 100% journeyworker 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) 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.

(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 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 journeymen 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 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.

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.

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 referral shall be registered in the highest group for which he qualifies and referral 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 referral so dispatched shall be stricken from the list if the job to which the referral is dispatched lasts long enough for the dispatched referral to receive five (5) days' pay at straight time if employed.

**Section 2a.** 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 8:00 a.m. and 3:00 p.m. and 4:30 p.m. If a contractor needs someone immediately and the Referral Office calls the list outside the times listed above and the referral refuses, the refusal will not count. All referrals shall be available by telephone between the hours of 6:30 a.m. and 8:30 a.m. and 2:30 p.m. and 4:30 p.m., Monday through Friday.

If a referral, 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 referral whose name appears on the registration or referral lists, if such referral is not available when referrals are made.

**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 referrals 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 538 (East Galesburg), 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 538, 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 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 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 Union 538 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 aforementioned 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 538 if qualified.

## **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 or a company 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 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 when necessary to police the job.

**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 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 (8<sup>th</sup>) 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, Vacation Fund, LECET, 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.

The Employer agrees to make payments to and be bound by the Northern Illinois 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 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. Health and

Welfare contributions for overtime hours worked to be paid at the straight time rate for all locals.

**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, P.O. Box 9090, Peoria, Illinois 61612-9090.

**Section 4.** Payments to the office of the aforesaid Plans and Funds shall be made by the Employer no later than the 15<sup>th</sup> 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 North Central Illinois Laborers' Health & Welfare Fund office, P.O. Box 9090, Peoria, Illinois 61612-9090. The said monies should be in the fund Office by the 15<sup>th</sup> 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-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 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 Fund in Addendum I and forward such monies to North Central Illinois Laborers' Health & Welfare Fund office, P.O. Box 9090 , Peoria, Illinois 61612-9090.

**Section 7. 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 the Illinois Laborers' & Employers' Cooperation and Education Trust; the Midwest Region Laborers' & Employers' Cooperation and Education Trust; the Midwest Region Foundation for Fair Contracting, the Midwest Region Organizing Committee; 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, P.O. Box 9090 , Peoria, Illinois 61612-9090.

**Section 8. 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 is listed in Addendum I.

**Section 9.** 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 10.** 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. 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 have the employee's name and also the

contractors 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 Classification 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 (1 1/2) 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 ( \$.125) 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 cents (\$.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 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 of Local Union 538. 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 fifty cents (\$.50) per hour more than the rate of pay of the highest paid laborer under his supervision.

**Section 3.** General Labor Foreman shall receive one dollar (\$1.00) 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 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 6:00 a.m. and 5:30 p.m. as determined by the Employer and the Business Manager.

The lunch period shall commence between 4<sup>th</sup> and 5<sup>th</sup> 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.

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. All work on Saturday will be paid at time and one-half (1½) and Sunday and Holidays under this clause will be paid at the double time rate.

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.

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.

**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, 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 this employee reports on the job as ordered and is not put to work, they must be paid two (2) hours show up time. The employee shall remain on the job unless released by the Employer's supervision.

**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 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.

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. 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 4:30 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 thirty cents (\$.30) per hour for the afternoon shift and thirty-five cents (\$.35) 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 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.** 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 of a minimum of one (1) hour travel time 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 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 (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.** There will be one (1) laborer, or more if the job requires, to tend sawmen, clean up, get new lumber, etc.

**Section 15.** There will be one (1) laborer, or more if the job requires, to tend sandblasting.

**Section 16.** 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 17.** 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 18.** 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.

**Section 19.** 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 20.** There shall be no scoop shovels used except on sawdust, cinders and snow -- light weight aggregate.

**Section 21.** There shall be no transferring of men from job to job during lunch period.

**Section 22.** 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 23.** Employees will be required to call the employer and the Union if he is not able to report to work.

**Section 24.** 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 25.** 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 26.** 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 (\$50,000) Dollars 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 Union, 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 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 slowdowns 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 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/Milliliter (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)
Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates: Morphine	2,000
Codeine	2,000
Phencyclidine	25
Amphetamines/Methamphetamine	500***

\*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) 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 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 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.

## **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 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.

**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.

AGC of Illinois:

BY: David Mifflin 5/23/14  
David Mifflin Date

BY: Kurt Baum 5/27/14  
Kurt Baum Date

BY: Frank Kazenske 5/23/2014  
Frank Kazenske, Director of Labor Relations Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL

BY: Charlie H. Shempf 5-28-14  
Charlie H. Shempf, Business Manager Date

BY: Michael M Luthill 5-28-14  
Laborers' Local #538 Date

**ADDENDUM I  
WAGES, FRINGE CONTRIBUTIONS AND DEDUCTIONS  
EFFECTIVE: MAY 1, 2014**

The wages, fringe contributions and deductions for Heavy, Highway & Utility Construction shall be as described below:

LOCAL UNION:	538 East Galesburg
LABORER RATE	\$26.99
PENSION FUND	\$8.49
ANNUITY PLAN	\$2.43
N. CENTRAL IL WELFARE FUND	\$7.70
NORTHERN IL WELFARE	\$0.54
TRAINING FUND	\$0.80
L.E.C.E.T.*	\$0.14
<b>TOTAL PACKAGE</b>	<b>\$47.09</b>
<b>DEDUCTIONS:</b>	
L.E.C.E.T.*	\$0.10
MARKET PRESERVATION FUND	\$0.37
VACATION FUND	\$2.38
WORKING DUES CHECK-OFF**	
WORKING DUES CHECK-OFF***	5.5%
	\$0.12

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.), ten cents (\$.10) to be deducted from Basic Labor Rate and fourteen cents (\$.14) to be paid by the employer and sent to North Central Illinois Laborers' Health & Welfare Fund, P.O. Box 9090, Peoria, Illinois 61612-9090.

5) Training Fund shall be sent to North Central Illinois Laborers' Health & Welfare Fund, P.O. Box 9090, Peoria, Illinois 61612-9090. Employers that perform work in the Hazardous Waste, Asbestos and Lead Base Paint Industries shall pay a training program contribution of \$.80 per hour.

6) \*\*Dues Check-Off calculated as a percentage of gross pay.  
\*\*\*Dues Check-Off cents per hour worked deducted from wages.

7) Dues Check-Off and Market Preservation Fund to be deducted from the Basic Labor Rate and sent to North Central Illinois Laborers' Health & Welfare Fund, P.O. Box 9090, Peoria, Illinois 61612-9090.

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, P.O. Box 9090, Peoria, Illinois 61612-9090. 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.

<u>Dates</u>	<u>Total Wage Package Increase</u>
05/01/2015	\$1.45 per hour
05/01/2016	\$1.45 per hour

AGC of Illinois:

BY: David Mifflin 5/23/14  
Date

BY: Kurt Baum 5/27/14  
Date

BY: Frank Kazenske 5/23/2014  
Date  
Frank Kazenske, Director of Labor Relations

GREAT PLAINS LABORERS' DISTRICT COUNCIL

BY: Charlie H. Shempf 5-28-14  
Date  
Charlie H. Shempf, Business Manager

BY: Mike Tuthill 5-28-14  
Date  
Laborers' Local Union 538  
Mike Tuthill, Business Manager



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Contractor's Signature

---

Contractor's Name

---

Contractor's Address

---

City State Zip

---

Telephone Number Date

---

Facsimile Number