

# MEMORANDUM OF AGREEMENT

Between

SOUTHERN ILLINOIS BUILDERS ASSOCIATION,  
SOUTHERN ILLINOIS CONTRACTORS ASSOCIATION,  
SIGNATORY EMPLOYERS,

And

AFFILIATED LOCAL UNIONS

Of The

TWELVE COUNTIES SOUTHWESTERN ILLINOIS  
DISTRICT COUNCIL OF THE LABORERS'  
INTERNATIONAL UNION OF NORTH AMERICA

Effective

AUGUST 1, 2022 thru JULY 31, 2026

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**ARTICLE 1**  
**Parties to Contract**

This Memorandum of Agreement made and entered into by and between the Southern Illinois Builders Association, Southern Illinois Contractors Association, Signatory Employers, hereinafter referred to as Employer, and the Affiliated Local Unions of the Twelve Counties Southwestern Illinois District Council of the Laborers' International Union of North America, hereinafter known as the Union.

**ARTICLE 2**  
**Territory Covered**

It is agreed that this Contract shall cover Building, Heavy and Highway work in the following Locals located in Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, Randolph, St. Clair and Washington Counties:

Greenville No. 622, Carlyle No. 581, Alton No. 218,  
Collinsville No. 44, Wood River No. 338, Columbia No.  
196, Hillsboro No. 1084, and Belleville No. 459.

Additionally, this contract shall cover all Highway work in the following locals: East St. Louis No. 100, Granite City No. 397 and Mascoutah No. 742.

**ARTICLE 3**  
**Union Security - Hiring**

The Employer recognizes the Union as the representative of all Laborers in its employ as the exclusive collective bargaining representative of Laborers for Building, Heavy and Highway Construction in its employ on all current projects and projects hereinafter undertaken within the territorial jurisdiction of these unions.

All present Employees of the Contractors who are members of the Union on the date of the execution of this Agreement shall remain members of the Union during the term of this Agreement as a condition of continued employment subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the National Labor Relations Act as amended (1947). All other present Employees shall, as a condition of employment, make application

for and remain members of the Union within thirty days (30) following the effective date of this Agreement and shall maintain such membership during the term of this Agreement, subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the NLRA as amended in (1947). All new Employees shall, as a condition of employment, apply for membership in the Union within thirty days (30) after hire or date of execution of this Agreement, whichever is later, and shall maintain membership in the Union thereafter subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the NLRA as amended (1947).

In order that the Employer shall have a competent working force and to promote efficiency and safety of operation, the Employer and the Union agree that:

(a) The Union shall be the sole and exclusive source of referrals of applicants for employment.

(b) The Local Union will maintain a referral list of registered applicants available for employment within the territorial jurisdiction of the Local Union.

(c) Each applicant seeking referral shall fill out the Local Union's "Application for Referral" setting forth the applicant's work history, training, licenses, certifications, documentation, and other such information showing the applicant's qualifications and skills. This application must be signed and dated by the applicant and shall include, in addition to the above, name, telephone number and social security number. The Union shall not assume any responsibility for the correctness of the information the applicant presents in seeking referral, but in the event the applicant misrepresents such information, the applicant may be disqualified for referral. Failure to timely provide information and documentation may result in the applicant's disqualification as to the work classifications listed in the applicant's "Application for Referral".

(d) The Union shall establish a time, day, and place to register for work in person, and this information shall be conspicuously posted in the Union office. An applicant's registration with the Union shall be in effect for one business week, and the applicant must re-register in person each week.

(e) The Employer shall request the Union to refer applicants as required, shall not solicit applicants directly, and shall not in any manner circumvent the Union in the recruitment of applicants for employment.

(f) Applicants already employed in the industry within the geographic area covered by this contract shall be eligible for

referral to another job provided that they appear personally for referral as required by this Article. No applicant shall be denied referral because they have been discharged or rejected by any other employer subject to this agreement.

(g) The Employer, when requesting the referral of applicants, shall specify to the Union such information as is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.

(h) The Union shall refer to the Employer such applicants as are fit and competent to fulfill the requirements of the position to be filled, and who have the requisite experience and skills for fulfilling such a position as specified by the Employer. Competency for a position shall be determined based on past experience in the work, required licenses, and other verified experience and skills germane to the position to be filled. These criteria shall be applied in an objective nondiscriminatory manner for all applicants.

(i) Each working day, a daily referral list shall be prepared, showing the order in which applicants that day made personal application for referral.

(j) Referrals shall be made from those duly registered applicants who are present at the Union Hall at the time of referral. Referrals will be sent to the location of the project to which they were referred to and complete any and all paperwork needed for employment.

(k) In the event an applicant on the referral list refuses a referral for good cause, lacks required skills, or is otherwise not competent or fit to fulfill the position, the next available applicant on the referral list who is fit, competent and possesses the required skills shall be referred.

(l) Apprentices shall be referred under a separate referral list, and shall be listed according to their apprenticeship year.

(m) The provisions of this Article shall be posted by the Employer at its premises where notices to employees and applicants are customarily posted and shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.

(n) The registration of and selection of applicants for referral shall not be based on or in any way affected by Union membership, by Union By-Laws, rules and regulations, constitutional provisions or any other aspect or obligation of Union membership; nor shall any supervisor in the employ of any Employer who holds Union membership be bound or in any way

affected in the performance of his duty for the Employer by any obligation of Union membership, By-Laws, rules and regulations, or constitution of the Union.

(o) On any project where there is a question of the transfer of Laborers, that question will be resolved by a job conference prior to commencement of the project. Notwithstanding any other Article or provision of this Agreement, it shall be permissible for the Employer and the Local Union to agree to movement of individual laborers from project to project within the jurisdiction of the Local Union. Provisions of this section shall be applied in a good faith manner by parties to this Agreement.

(p) No Employer shall be permitted to transfer Key Employees from one Local Union's geographical jurisdiction to another Local's jurisdiction unless the Business Managers of the Local Unions involved agree to such transfers at the pre-job conference. This Key Laborer must acquire an ability to perform a task for the Employer, which the Local Union may not be able to furnish. He must have been in continuous good standing within the Twelve Counties Southwestern Illinois District Council for not less than one (1) year. The Employer shall not recruit or hire applicants directly.

(q) The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any person furnished by the Union, or to discharge, for just cause, any Employee who has been accepted but who subsequently proves unsatisfactory to the Employer.

(r) The Union shall maintain records of all job referrals, which shall be available to applicants for review, upon reasonable request. However, the required application form filed by individual applicants shall be confidential. Such individual application forms shall be subject to review by an applicant for relevant information only if that applicant alleges that another applicant was improperly referred to a job vacancy based on alleged qualifications in preference to the applicant requesting the information.

(s) There shall be no discrimination against any Employee or applicant for reasons of age, race, sex, religion, national origin, color or status as a Vietnam-Era veteran.

ARBITRATION: An applicant for Employment who is aggrieved by an action of the Union with respect to registration or referral under this provision or who is aggrieved by action of the Employer in connection with hire hereunder, may, within ten (10) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance

with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a board consisting of a representative of the Union, a representative of the Employer, and an impartial chairman appointed jointly by the Employer and the Union. Such board shall consider the grievance and render a decision, which shall be final and binding. The board is authorized to issue procedure rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangement. The cost of the third party shall be borne equally by all parties involved.

This Article contains the entire understanding and agreement of the parties with respect to the referral of applicants, and any changes in this article by addition, deletion, amendment or modification must be reduced to writing and executed by both the Employer and the Union.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Union's application of this section.

(t) Code of Excellence as adopted by the General Executive Board on June 1, 2010. Adopted by The 12 Counties Southwestern Illinois Laborers' District Council on June 9, 2010, and amended on June 12, 2013.

#### **ARTICLE 4**

#### **Savings Clause**

Nothing in this Agreement shall be construed or is it intended to be contrary to any local, state or federal law. In the event that any provisions of this Agreement shall become legally invalid or unenforceable due to change of local, state or federal law, such invalidity and unenforceability shall not affect the remainder of provisions of this Agreement.

#### **ARTICLE 5**

#### **Management Rights**

The Employer shall be the sole judge of, and shall have the right to determine the number of Employees required on any job, or on any portion of the work being done by the Employer subject to the terms of this Agreement. There shall be no restriction as to the use of machinery, tools, or appliances subject to the terms of this Agreement.

**ARTICLE 6**  
**Classes of Work**

Subject to the limitations listed in Article 2, the Union and the Employer agree that:

(a) This contract shall apply to all Laborers work pertaining to the construction of public roads, sewers, streets, bridges, oil and gas transportation lines, and all connections and appurtenances thereto, on right-of-way and easement thereto, (except on sewer and pipeline work where an already approved contract now exists, which provides for a higher wage rate).

(b) Streets, parking lots, curbs and gutters constructed in connection with, prior or subsequent to, building construction projects only, shall be done under the terms and conditions of this Agreement.

(c) The Union shall control all Laborers' work that comes within its jurisdiction.

(d) The Contractors signatory to this Agreement, or their supervision, shall not give or assign any portion of the work covered by the jurisdiction of the Twelve Counties Southwestern Illinois District Council of the Laborers' International Union of North America to any other craft or organization.

(e) The Employer shall assign the work to be performed in a manner that is not contrary to decisions or agreements of record in accordance with established practices of the majority of the Employers in the local area where the work is to be performed.

The Union and the Employer further agree that the craft jurisdiction for all work covered by this Agreement shall be all Laborers' work in connection with the following classes of work:

ASBESTOS ABATEMENT

(a) The removal of asbestos for destruction of buildings, machinery or other structures (including mechanical systems).

(b) Erecting of all sealed containment barriers prior to the encapsulation or removal operation. The hanging of all protective coverings for furniture, fixture, etc. The clean-up and disposal of asbestos and other related materials used in the operation of asbestos abatement.

## ASPHALT

(a) All Laborers' work pertaining to asphalt shall come under the jurisdiction of the Laborers; All mixers, mixing plants, mixing mastic materials of any kind or description, all rakers, (lute men) and mixers of mastic materials, tar, asphalt, etc.

(b) Laborers shall perform the following work, but not limited to, laying, raking or luting, cutting, tamping, patching, priming, cleaning, crack filling, placing of parking blocks, painting, stripping, and sealing of asphalt, setting asphalt curbs, parking and spacer curbs.

(c) Laborers shall install and remove all temporary tape or paint by any method. The installation of embedded reflectors and traffic protection for all phases shall be the jurisdiction of the Laborers.

(d) Laborers' shall perform all maintenance of asphalt plants.

(e) All membranes, sealers, colorings, or coatings applied to all tennis courts, running tracks, etc., including any preparation needed prior to the application of material, shall be performed by the Laborers.

(f) Laborers shall perform the watering and fueling of all equipment.

## BATCH PLANTS

(a) Laborers shall do the loading of trucks; The handling and erection, dismantling of all cement, rock, gravel, sand, asphalt and other building material bins, portable batch hoppers, weigh men, dumpers, lever men, hooking and unhooking, flagging and signaling on all machinery and other equipment. All work covered under the Jurisdiction of this Agreement shall be performed by Laborers.

(b) Covering of all tanks, all structures, complete or incomplete, permanent or temporary, and material piles with tarpaulins shall be the work of the Laborer.

## BUILDING WORK

(a) All clearing, all site preparation, the fueling and cleaning of all equipment, the checking of all grades, the

spotting, signaling and dumping of all loads, the counting of loads whenever required and taking of all tickets shall be performed by the Laborers. It is the Laborers work to drive all stakes, all erosion control, and fencing and guardrail work of any type.

(b) All Laborers' work in, around and adjacent to buildings; the erection of all wooden bridges, concrete towers, rubbish chutes, and chute lines. The cleaning and hoisting of lumber, and the unloading and distributing of all materials shall be the Laborers work.

(c) Tenders to carpenters; The loading, unloading, erection & dismantling of scaffolds, cleaning of debris, etc. The loading and unloading, handling and installation of all insulation materials such as rock wool, glass wool, silica gel, etc., where artisan tools are not required, shall be performed by the Laborers.

(d) The cleaning of all buildings and washing of windows on new construction.

(e) Attending of all tool rooms, storerooms, and warehouses, when required, shall be done by the Laborers.

(f) Laborers shall be the tenders or helpers to all mechanics performing or laying composition flooring or terrazzo work.

(g) The handling of material such as Acoustical tile, resilient floor tile, carpeting, or any other similar material for floors or ceilings shall be unloaded and distributed to the approximate point of installation by Laborers.

(h) If materials are stored or stockpiled in a central location, Laborers shall do the distribution to each room.

(i) In case of average size rooms, adhesive and tile shall be placed just outside the door. Should tile be brought on a dolly to a large stockpile, then the handling of the dolly shall be the work of the Laborer. In larger rooms, tile and adhesive shall be distributed in stockpiles not to exceed (30) feet apart.

(j) The Laborer shall do the cleaning of the floors. The boxes, cartons and so forth are to be removed by the Laborers.

(k) In the handling of material, such as lumber, the Laborers

shall have jurisdiction over the unloading and stockpiling in the immediate vicinity of where the material is to be used.

(l) The moving from one stockpile to another stockpile for convenience sake or near the point of installation shall be the work of the Laborers. The location of stockpiles shall not exceed thirty (30) feet apart.

(m) In the cutting of rafters, studs, etc., they shall be unloaded and stockpiled at the saw by Laborers. After they have been cut or framed, they shall be placed in a stockpile at the saw by the Carpenters and taken from that point by the Laborers, at the direction of the Foreman, to the point of installation and piled near the building foundation or on the floor.

(n) The carrying or moving of material from floor to floor, inside or outside of the building, by any mode or method to the stockpile, shall be the work of the Laborers.

(o) If trusses are unloaded and stockpiled, it shall be the work of the Laborers. The tailing or guiding into position with taglines shall be the work of the Laborers.

(p) In the case of rafters, they shall be handed to the Carpenter or leaned against the wall and pulled up by the Carpenter unless they are stockpiled on the ceiling joists. If they are stockpiled, the stockpiling shall be the work of the Laborers.

(q) In the case of roof sheeting and shingles, it shall be handled as any other material, or as agreed to on the handling of roofs and decking and placed in stockpiles not over thirty (30) feet apart. Should they be hoisted by power equipment, the receiving of the material on the roof shall be by the Laborers.

(r) In the handling of fixtures and/or finished materials, where it is knocked down or in bundles, crated or uncrated, this material shall be unloaded from the truck into the building or on the jobsite and taken to the approximate point of installation by Laborers. On freestanding furniture, the unloading, handling, and placing is the work of the Laborers. Furniture that is knocked down and to be assembled shall be unloaded and handled to the point of installation by Laborers. In those cases of furniture bolted or screwed to the wall, the unloading and handling to the point of installation is the work of the Laborers.

(s) The cleaning up and removing of the crating material and

the cleaning of debris shall be the work of the Laborers.

(t) The loading, unloading, erection and dismantling of scaffolding such as horses, trusses, and tubular scaffolding, including the erection of runways, where concrete is to be wheeled over, or used exclusively by Laborers, is the work of the Laborers.

(u) It is understood that all planking on scaffolding or runways is to be set by the Laborers.

(v) In regards to windows, doors, doorframes and trim, whether wood or metal, finished or unfinished, the Laborers will stockpile on each floor the given amount of windows, doors, doorframes and trim to be used for each section of the building or corridor. Several are to be placed in the stockpile, for their own protection, to keep them from being walked over or kicked around.

(w) The Laborers shall handle the protective canvas.

(x) In the handling of seating, such as that to be used in auditoriums, gyms, etc., the unloading and distribution of seating units adjacent to the tiers or rows of seats will be the work of the Laborers.

(y) Each craft shall be responsible for the carrying of their own power tools to the location of where they are going to be used.

(z) On the unloading, and handling of prefabricated houses and buildings, it shall be done by a composite crew of Carpenters and Laborers of a ratio of 4 to 2 on the unloading and setting up of the house.

(aa) On the handling of sections of wall panels, the unloading and handling to a point adjacent to installation shall be the work of the Laborers. If loaded on dollies, the Laborers shall take the dollies.

#### CONCRETE

Laborers shall perform all work coming under the jurisdiction of this agreement:

(a) Wrecking, stripping, dismantling, cleaning, moving, and oiling of all concrete forms shall be performed by the Laborers.

- (b) The use of a Concrete Specialist.
- (c) Leveling, tamping, and spreading of concrete for foundations, walls, reinforced floors, sleeper fill, or sidewalks, and all handling of cement guns.
- (d) The removal of all false work.
- (e) Setting, lining, and leveling of all slab road forms.
- (f) All work necessary to properly service the Cement screeds, including steel curb and gutter screeds, to the point of installation.
- (g) Blocking and striking off of concrete and the handling of the bull float where a bull float is to be used for striking off.
- (h) The placing and leveling of concrete to grade, by any mode or method.
- (i) Grading all concrete floors, footings, sidewalks, and yards, the handling of any and all runways and scaffolds for concrete. Any grades to be established during the operation of pouring the floor will be done in its entirety by Laborers.
- (j) The handling of concrete chutes, chute lines, the hanging of metal chutes, the cleaning of all concrete chutes whether metal or wood.
- (k) The signaling and handling of all concrete buckets shall be performed exclusively by Laborers covered by this Agreement and such work shall be under the sole jurisdiction of the Union party hereto.
- (l) The handling, pouring, strike off and vibrating of all concrete while concrete is being poured. The "Bushing" of all concrete.
- (m) The operation and maintenance of all concrete pumps.
- (n) The manning of mechanical concrete buggies.
- (o) Operating and servicing of all concrete vibrators, handling and unloading all concrete materials and the aggregates of same, etc. On large concrete pours, two (2) men will be utilized on each vibrator and they shall interchange positions

during the day.

(p) The operation of the concrete saw, concrete pumps, grout pumps, laser screeds, vibrating screeds, viber-strikes, bead blasters, and concrete curbing and gutter machines shall be performed exclusively by Laborers covered by this Agreement. The manning of all equipment used in injecting a grout slurry mix or any similar material used to correct defects in concrete or to stabilize slabs, structures or underground voids.

(q) Operation of all concrete mixers up to and including two (2) bag capacity, without mechanical side loaders or skips. Performance of all work necessary in remedying defects in concrete caused by leakage, bulging, sagging or through difficulties of shifting forms. Concrete work, excavating, hoisting of rubble, debris, lumber and materials. Mixing of all materials for concrete finish and tending to cement finishers in the construction of building, walls, bridges, curbs, fences, machinery, foundations, footings, fire-proofing, butters, sidewalks, steps, coping and concreting around illuminating tile. All grouting and dry packing.

(r) Laborers shall perform all work with curb and gutter machines.

(s) All concrete forms regardless of type or whether they are to be used again shall be stripped or wrecked by Laborers. This shall include the removal of braces, shoring, wall ties, snap ties, cones, rods, column clamps and any and all phases of the work of stripping or wrecking of forms. After the forms have been removed from the concrete, let down to the floor or moved back from the wall, the cleaning, wrecking or dismantling, oiling and moving to the next point of erection or to the stock yard or scrap pile shall be done by the Laborers. Rods, ties, cones, wire, etc. shall be removed as the stripping proceeds. The setting of all steel paving forms shall be performed by Laborers.

(t) Laborers shall dig, install, plumb, pour, and finish all pipe balusters.

(u) Laborers shall perform all cutting of concrete whether inside or outside, with any type of saw, including any self-propelled saw needed to perform this work.

(v) Laborers shall perform all acid-etching, cleaning by any

method, sealing, and chalking of concrete sidewalks, parking lots, and streets.

(w) Laborers shall apply all curing (either water or compound), sealers, hardeners, coloring, waterproofing, or any combination of the aforementioned materials to all concrete.

(x) The installation and restoration of brick streets and sidewalks shall be the work of the Laborers.

(y) All work in connection with the use of landscape blocks of any size, which include but not limited to, the unloading, handling, and installing of blocks used for borders, planters, retaining walls, etc. shall be performed by Laborers.

(z) The unloading, handling, and erecting of all precast retaining wall panels.

(aa) The testing of all concrete, slump tests, test cylinders, test beams, etc.

(bb) The making of all concrete pile and fence posts, handling of all materials to and from mixers; The Laborers shall operate any and all devices used to convey material to and from mixers.

(cc) The cleaning of concrete mixers, skips, hoppers, and towers. The digging, unloading, loading and handling of lime and fire clay. The roughing of all concrete where spills are set and chipping tools are required in cleaning, whether mechanical or hand tools are used.

(dd) All gunite work when the work to be performed is to be of a thickness of one and one-half (1 1/2) inches or greater. The handling and operation of cement guns, shotcrete, the nozzle man and machine operator; the use of any vehicle, device, or mechanism which has been or will be invented or devised by any name, which performs work or functions which have been historically performed by Laborers shall be within the Laborers jurisdiction.

#### DECK HANDS

(a) All revetment and river work, mattress head cable men, linemen, derrick boat, mattress barge, deck hands, weavers, cable lacers, grade men and riprappers, tenders and helpers for divers, and divers doing work under the jurisdiction of this Agreement. There shall be deckhands on all floating rigs, work

barges, work boats, safety boats, and dredges. The handling, placing, anchoring, tying of barges and other marine equipment on any work coming under the jurisdiction of this Agreement shall be the work of the Laborers. The handling of fuel to all of the aforementioned machinery, regardless of type of fuel, shall be by the deckhand. The aforementioned work shall be performed exclusively by Laborers.

#### DEMOLITION

(a) Demolition, Deconstruction, and dismantling of all buildings and structures whether temporary or permanent. The wrecking and removal of all windows, doors, walls, ceilings, floor coverings and partitions for alterations work. The removal of shelves, fences and plow holders, the scrapping of steel tanks and steel structures of all kinds where the material contained therein is not to be used again or is salvaged.

(b) Tank and vessel cleaning, fire watch for burning and welding when needed is to be done by Laborers.

#### DEWATERING

(a) Laborers shall install and maintain all dewatering equipment (whether gas or electric powered), on pumps (up to and including 3" pumps), the handling of both the suction and discharge lines, men on foot valves, and other power driven machinery in the operation of such equipment. There will be a minimum of one (1) Laborer present whenever dewatering systems of any type is being operated. Laborers employed on the second and third shift will be paid at the watchman's rate unless required to work then he shall be paid at the basic wage scale.

(b) Laborers shall do the installation, fabrication, welding, fusing, maintenance, and manning of all dewatering equipment, including pumps and well point systems (whether gas, diesel, electric, or air powered), men on foot valves and other power-driven equipment in the operation of such machinery. There shall be a minimum of one (1) Laborer present whenever a dewatering system of any type is being operated.

(c) The handling, placing, and fabrication, including the welding or fusing of, or any other means of joining pipe for discharging systems that pertain to dewatering or dredging operations including marine and other river equipment, shall come under the jurisdiction of the Laborer.

## DRILLING

(a) Star drilling when done by hand or with a mechanical, compressed air mechanism, or any other device shall be performed by Laborers.

(b) Laborers shall perform the operation of diamond point drills whether run by gas, air, or electricity.

(c) Laborers shall do the drilling of all holes in footings, floors, foundations, etc. that are to receive reinforcing rods.

## EQUIPMENT & TOOLS

(a) All clearing, stripping, grading, staking or any other work in connection with the preliminary work of the construction site. All site preparation; the fueling and cleaning of all equipment, the checking of all grades, the spotting, signaling and dumping of all loads, the counting of loads whenever required, and taking of all tickets shall be the work of the Laborer.

(b) There shall be a Laborer as a ground man on all cranes or other heavy equipment when clearing or when site preparation work is involved.

(c) Laborers will do all Laborers' work exclusively in connection with all vibrated stone columns, rammed aggregate piers, and vibro piers, including but not limited to drilling, excavation, signaling, checking of grade, backfilling, installation of piping and hoses, spotting of trucks and equipment, fueling and cleaning of equipment, changing of bits, barricading, etc. of the system and any and all groundwork. There will be a minimum of one (1) Laborer with all drilling equipment, including but not limited to pier foundations, core drilling, soil testing and well drilling.

(d) Laborers shall operate all vibrators, power tampers (vibrating or walk behind or remote controlled roller types), walk behind trenchers, concrete saws (including self-propelled walk behind), water pumps (up to and including 3" pumps, suction and discharge hoses), generators, buggies, sweepers, and other equipment used to perform our jurisdiction of work.

(e) The operation and control of water blasters shall be the work of the Laborers. There shall be a minimum of two (2) men in the operation; one (1) man stationed at the control valve during

the blasting operation for safety, and the other doing the water blasting, and they shall interchange positions during the day.

(f) The operation of motor buggies and conveyers shall be performed exclusively by Laborers covered by this Agreement and such work shall be under the sole jurisdiction of the Union party hereto. The operation of bobcats and forklifts used to move or stock any material on the job site shall be performed by Laborers covered by this Agreement and such work shall be under the Union party hereto.

(g) The handling of all tools, working machinery and appliances for any and all work covered by this Agreement, however, nothing in this Agreement shall prohibit a member of any other trade from using his work tools, machinery or appliances similar to or the same as those customarily used in this trade.

(h) The digging, dredging and drilling of all wells shall be the work of the Laborers.

(i) The use of building level, transit, laser beam, Global Positioning System, or any other device when used to establish a line or grade for all work coming under the jurisdiction of the Laborers.

(j) The cutting and burning of all scrap and the use of all concrete cutting torches, acetylene torches, and other welding equipment used to perform the work covered under the jurisdiction of this Agreement shall be the work of the Laborers.

(k) The building and grading of all fire walls, the use of any jack hammer or paving breakers, all concrete removal, and any and all work where a jack hammer is used shall be performed exclusively by the Laborers, with two (2) men so engaged and these two 2) men shall interchange and perform the cleanup work in connection with work of this kind. The Laborers shall perform the operation of the Brokk 250, any remote controlled breaker, or any other breaker that replaces traditional pavement breakers.

(l) All work in connection with the installation of geothermal systems, whether drilled or trenched.

(m) Work involved with slope stabilization by any means, including but not limited to, Soil Nail Launchers.

(n) The handling of all hoses, pipe, etc., when Vacuum Trucks are used as the method of clean-up of any materials.

(o) The use of any vehicle, device, or mechanism which has been or will be invented or devised by any name, which performs work or functions, which have been historically performed by Laborers, shall be within the Laborers jurisdiction.

#### EXCAVATION & SEWER ETC.

(a) The digging and laying of conduit, fiber-optic, telephone, water, and sewer lines.

(b) Televising of sewers and all Laborers work on plastic liners for sewers.

(c) Laborers shall perform the laying of telephone conduit; whether concrete, multiple duct or plastic, the operation of equipment used to grade and line sewer pipe, such as laser beams, the operation of telescopes and other equipment used to find breaks or clogs in sewer pipe.

(d) The laying and assembling of temporary water lines and dismantling of same, and all connections.

(e) Laying, setting, jointing, and pointing of all sewer tiles, downspout drains, septic systems, aeration systems, sanitary and storm sewer construction, shall be done under the terms and conditions of this Agreement.

(f) Laborers shall do the laying of all temporary gas, oil, air, water, and other pipe lines on all work covered by this Agreement.

(g) The unloading, handling, distribution, assembly and installing of all multi-plate culverts, plastic and metal sewer pipe, shall be the work of the Laborers.

(h) Charging of all filters, tanks, boilers, drums, etc., with catalyst, the unloading, handling, and hoisting of filter rings; also the charging of all filter tanks or any other forms of filter shall be the work of the Laborers.

(i) Laborers shall lay, place and install, all steel casing, corrugated casing, multi-plate and precast concrete, plastic and metal sewer pipe material used for casing, tunnels, tunnel

linings and sewers.

(j) Laborers shall set or lay all concrete or precast pipe, manhole junction boxes, culverts or drainage boxes.

(k) All digging, dredging, drainage, sewage and pipeline work shall be the work of the Laborers.

(l) Laborers shall perform all work in connection with the testing, whether with air or water, on sewer lines.

(m) The shoring, bracing, cribbing, and sheeting of all sewer ditches, jacking pits, boring pits and manholes shall be installed by any means in its entirety by Laborers.

(n) Cribbing shall be done by the Laborers working under the jurisdiction of this Agreement. Under-pinning, shoring, blocking, raising, moving, and jacking of all slip forms, buildings, bridges, tanks, vessels, and other structures shall be the work of the Laborers.

#### EXPLOSIVES

(a) Tower men, powder men, blasting and the use of all explosives is the work of the Laborers.

(b) All work on drilling, including wagon drills, dynamiting and blasting of any method is the work of the Laborers.

#### HAZARDOUS WASTE

(a) The handling and disposal of all hazardous and toxic materials shall be performed exclusively by qualified licensed Laborers covered by this Agreement and such work shall be under the sole jurisdiction of the Union party hereto.

This work shall include, but is not limited to; hazardous or toxic materials, asbestos abatement, lead abatement, and mold and mildew remediation.

Licensed Laborers working in the aforementioned classifications of work shall be paid at the rates defined in Article 8 (Wages) of this Agreement.

Employees requiring a physical examination to perform this work shall be at the expense of the Employer with no loss of pay to the Employee.

(b) Laborers shall perform all work in connection with mine and landfill reclamation. Construction of all new landfill development or expansion of an existing landfill shall come under the jurisdiction of the Laborers.

#### HOD CARRIERS

(a) Tending all brick masons and plasterers coming under the jurisdiction of this Agreement shall be the work of the Laborers. (Rate as covered in Article 8-Wages).

(b) The cleaning of brick walls and the cleaning of bricks; the unloading of all bricks and mastic materials or cement compounds used in brick and mason work, whether from railroad cars, truck or wagon, the operation of all grout pumps.

(c) Laborers shall perform the erection and removal of all scaffolds, trestles, and horses used by brick layers, masons and plasterers.

#### HOUSE MOVING

(a) The raising, moving, dismantling and jacking of all houses and all buildings; the handling of jacks in such work shall be performed by Laborers.

#### LANDSCAPING

(a) All work connected to, but not limited, to all phases of grading, seeding, sodding, irrigation systems, strawing, rolling, watering, cutting, planting, leveling, nursery work, yard work, golf courses, tree trimming, and maintenance of, etc. shall be performed by the Laborers.

(b) All work on retaining walls of any type, the construction of all flowerbeds made of, but not limited to, landscape timbers, railroad ties, brick, blocks, etc. shall be the work of the Laborer.

(c) The work on all irrigation systems, lighting systems, and fencing of athletic fields and running tracks shall be the work of the Laborers.

(d) The installation of any and all brick, brick pavers or substitute brick material, for landscaping designs, landscaping borders, roads, sidewalks, patios or other needs by hand or

machine shall be the work of the Laborers. All work on athletic fields and running tracks

#### LEVEES

(a) The raising of all levees, riprapping, in connection with the construction of all levees, dams, dikes, flood control projects, etc., and the laying, cementing and joining of all pipe and discharge or suction lines of any kind.

(b) All spotters on levees, dams, dikes, fire walls and flood control projects shall be under the jurisdiction of the Laborers.

#### MASTICS

(a) Tile chipping and cutting off of concrete piling and piers, all monumental work, concrete floors, mastic floors, concreting under asphalt or wooden blocks, or otherwise paving in and out of buildings, mixing of all cement compounds used for such purposes, including the cooking, handling and preparation of asphalt, tar or other mastics on wooden blocks or otherwise.

(b) The applying of all mastic to bridges, culverts and head walls; the cooking and heating of all mastic used, covered by this Agreement. (Rate as covered in Article 8-Wages).

(c) The hoisting and cooking of mastic materials and the preparation in their entirety for use on the job and installations of asphalt, tar, sulphur seal, etc.

(d) All work in connection with the cleaning, sealing, applying membrane, etc. of bridge decks. Including but not limited to the installation of all expansion joints by any method.

#### MESH & REINFORCING

(a) Laying of steel mesh and continuous reinforcing rods, cutting of center steel and expansion joints and center strips on all highways, streets, and roads.

(b) The unloading, cutting, handling, laying and pulling of all mesh will be by the Laborers.

(c) The unloading, loading, handling and carrying to the place of installation of all rods and materials for use in reinforced concrete construction, and the hoisting of the same.

(d) The hoisting of rods, except where a derrick, crane or an outrigger is used.

(e) Laborers shall dig, install, plumb, pour, and finish all pipe balusters.

(f) The drilling of all holes on footings, floors, and foundations shall be the work of the Laborers.

(g) Demolition of all guardrails not to be reinstalled on that project. All Laborers work in connection with the installation of guardrail, including but not limited to traffic protection.

(h) All digging, setting, pouring, backfilling, etc. in connection with all types of fencing.

#### PILING

(a) The Laborers jurisdiction of work in connection with pile driving work shall consist of the digging of starter holes, where necessary, cleaning up of debris and cutoffs (including salvageable piling), dragging and snaking of all piling to a point where it may be reached with the pile driving rig, carrying of water, fuel, and the cutting off of concrete piling and piers with jackhammers, paving-breaker, or any other method. The cutting to final grade and burning off of rods and/or shells.

(b) It shall be the work of the Laborers to unload and separate any Raymond concrete piling shells and transport them to the point of assembly.

#### PRECAST CONCRETE

(a) The unloading or handling of Precast or Prestressed concrete to a stockpile will be the work of the Laborer. Where power is used, the tying on of Precast or Prestressed concrete preparatory to final installation will be the work of the Laborer.

(b) The Laborers shall perform the fitting, setting,

aligning, plumbing and staying into position of precast or prestress concrete.

(c) When power is used, the tying on of the precast or prestress concrete preparatory to the final installation will be the work of the Laborers. All grouting shall be assigned to the Laborers.

(d) The erection of all precast or block retaining walls shall be the work of the Laborers in its entirety.

(e) Laborers shall set or lay all concrete or precast pipe, manholes, junction boxes, culverts or drainage boxes.

#### RAILROAD

(a) All work in connection with the installation of railroad switches and tracks, shall include, but not limited to, the grading, unloading, stockpiling on or off the job site, laying of ties and rail, jacking, tamping, installing clips and ballast, welding etc.

#### SMOKE STACKS

(a) All Laborers work in connection with the construction, demolition, or repair of smoke stacks.

#### TEMPORARY HEAT / SHELTER / CURING

(a) The curing of all material, structures and buildings by artificial heat; and the manning and serving of all equipment to perform this classification of work.

(b) The drying of concrete by salamander or other artificial heat of any kind; the curing of concrete, covering with burlap, plastic, and the servicing of all hoses and water trucks.

(c) The covering for weather protection of all tanks, buildings, furniture, fixtures, structures, accessories, vessels, machinery, equipment, material piles, etc., or similar items shall be the work of the Laborer. This includes complete or incomplete, permanent or temporary whether with tarpaulins, insulated batting, burlap, plastic, or similar materials, is to include the installation, hanging, draping, placing, and securing of the same by any means such as tying, weighing, nailing, or wiring, and the dismantling, moving, or storage of such covering or insulating material will be performed by the

Laborers.

TERMITES

- (a) Applying and mixing insecticides for termite control.

TRAFFIC PROTECTION

(a) Flagging and signaling on all machinery and other equipment on all work covered under the jurisdiction of this Agreement.

(b) Placing, removing, servicing, fueling, maintenance, and tending of barricades, signs, flares, arrow boards and signal lights; All emergency maintenance of traffic protection due to traffic, weather, etc. shall be performed by Laborers.

TUNNELS

(a) All laborer work in connection with the construction of tunnels.

SECURITY / WATCHMEN

(a) Working security and watchmen, when employed, shall be determined by the Employer. This classification rate of pay is reflected in Article 8 (Wages), of this Agreement.

WATERPROOFING

(a) Laborers shall apply all waterproofing material by any method, but not limited to, all concrete foundations, bridge decks, or other foundations regardless of above or below grade.

**ARTICLE 7**

**Hod Carriers to Brick Masons and Plasterer Tenders**

Jurisdiction of the hod carriers and tenders shall be as follows; all hod carriers and tenders work in connection with the following:

(a) Tending to masons and plasterers, the unloading and loading of all materials, the mixing of all materials used by the masons and plasterers, regardless of the method used, the loading and unloading, transporting, conveying of bricks, tile,

dimension stone, concrete blocks, or any kind of building block, sand, cement, lime, all equipment including scaffold boards and jacks, masonry saws and equipment used by masons and plasterers. The unloading, mixing, handling and pouring of all baffle material, and haydite, including materials on furnaces, heaters, towers, buildings and boilers or other similar devices. The loading and unloading of lime and fire clay, handling of salamanders or artificial heating devices for the same. Removal of all refractory material. The wrecking of brick walls and the cleaning of brick, the loading and unloading of brick to be used again. All tools shall be furnished by the Contractor except brick holds. All ladders used by hod carriers shall be made to conform to the following dimensions: The ladder rungs shall have nine-inch centers, and the runners shall be twenty-eight inches apart. The hod carriers shall, if any conveyor is used to hoist brick or materials to the masons, man all such equipment and operate such equipment.

(b) The first hod carrier on the job shall act as hod carrier foreman, unless another Employee is appointed foreman by the Contractor, with the approval of the Business Manager. When three (3) hod carriers are employed, the working foreman shall receive one dollar (\$1.00) above the hod carriers' scale. When this gang reaches eight (8) hod carriers, he shall become a non-working foreman. The non-working foreman shall be paid the rate of two dollars (\$2.00) above the regular hod carriers' scale. No hod carrier foreman shall supervise more than ten (10) hod carriers. When two (2) or more hod carrier gangs are employed, there shall be a Hod carrier General Foreman. The General Foreman shall be paid the rate of three dollars and fifty cents (\$3.50) above the regular hod carrier's scale. The Foremen shall have the right to handle and place all men under him. The Hod Carrier General Foreman shall be appointed by the Contractor with approval of the Business Manager. There shall be a Hod Carrier Steward appointed by the Business Manager and his duties shall be the same as a Laborer Steward.

(c) All Tenders to Brick and Plaster Masons shall receive one-half (1/2) hour starting time at the applicable overtime rate of pay.

**ARTICLE 8**  
**Wages**

(a) The rates below, excluding Security and Watchmen's classification, are inclusive of all Welfare, Pension, Annuity, Training, LECET, and SICAP Funds, where applicable. Payments to such funds shall reduce the hourly rates accordingly. The Employer agrees to make such hourly contributions to properly trusted Welfare, Pension, and Annuity Funds as shown on Schedules A, B, C and D:

	<u>8-1-22</u>	<u>8-1-23</u>	<u>8-1-24</u>	<u>8-1-25</u>
Laborers:	\$61.72	\$63.72	\$65.77	\$67.92
Hazardous Materials, Lead Abatement, Asbestos Abatement, Mold & Mildew Remediation Licenses:	\$62.22	\$64.22	\$66.27	\$68.42
Dynamite Men and Powder Men:	\$63.22	\$65.22	\$67.27	\$69.42
Mason and Plasterer Tenders:	\$62.22	\$64.22	\$66.27	\$68.42
Workmen when welding, burning, or cutting with a torch:	\$62.22	\$64.22	\$66.27	\$68.42

**OVERTIME CALCULATIONS:**

Using the rates listed above, plus any premiums or foreman's pay if applicable, deduct the Training, L.E.C.E.T., and S.I.C.A.P. amounts. This dollar amount is multiplied by the appropriate time and one half (1-1/2) or double (2) time rate to obtain the overtime rates. Deducting the Pension, Welfare, and Annuity contributions from this amount will produce the overtime rate to be used on the Employee's check. (see example below)

Example: Please note this example reflects Local 459 Schedule A

	Time & one half	Double Time
	\$61.72	\$61.72
(Training, LECET, SICAP)	- 1.79	- 1.79
	<u>\$59.93</u>	<u>\$59.93</u>
	X 1.5	X 2.
	<u>\$89.90</u>	<u>\$119.86</u>

Pension:	- 9.46	- 9.46
Welfare:	- 7.83	- 7.83
Annuity:	- 11.00	- 11.00
Take Home Rate Per Hour	<u>\$61.61</u>	<u>\$91.57</u>

Security, and Watchmen, non-working, on a seven (7) day per week basis, with time and one-half (1 1/2) for over eight (8) hours per day, Saturdays, Sundays, and Holidays. (Where Security and Watchmen are required, they shall be members of the Laborers' Organization. If Security and Watchmen are required to work, they shall be paid the basic scale of wages. Security and Watchmen may, however, perform emergency work beyond the control of the Employer, at the following rate of pay):

**\$18.00**

Where the owner requires work to start outside of the normal work hours because of contractual requirement or business necessities, Employees, who have not worked that day, shall receive premium pay of two dollars (\$2.00) per hour over and above the regular rate of pay in lieu of the overtime rate. This provision for two dollar (\$2.00) premium pay in lieu of the overtime rate shall only be applicable when it has been agreed upon by both parties to this agreement at a pre-bid or pre-job conference. After eight (8) hours work at the premium rate these premiums shall be added to the regular rate to compute overtime pay.

(b) Recognizing that the Construction Craft Laborer is an apprenticeable craft and that all new members must make application through the Apprenticeship Program.

The Apprentice rates are as follows:

0-750 Hours	75% of Journeyman Rate (must complete 160 of related Training)
751-1,000 Hours	80% of Journeyman Rate (must complete 160 of related Training)
1,001-2,000 Hours	85% of Journeyman Rate (must complete 160 of related Training)
2,001-3,000 Hours	95% of Journeyman Rate (must complete 160 of related Training)

**Ratio, Supervision, Safety**

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) journeymen on a six (6) worker job / Three (3) apprentices to nine (9) journeymen on a twelve (12) worker job / Four (4) apprentices to twenty-five (25) journeymen / Five (5) apprentices to thirty-five (35) journeymen / Six (6) apprentices to fifty-five (55) journeymen / One (1) apprentice to every twenty (20) journeymen thereafter.

Apprentices shall work under the supervision of competent and qualified journeymen 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.

(c) It is agreed that in case any compressed air or tunnel work comes into the Twelve Counties Southwestern Illinois District Council, the Employer agrees to negotiate wage scale and conditions in accordance with the existing New York Agreement covering such work.

(d) Dynamite men shall receive a minimum guarantee of four (4) hours at the specified rate. If there is other labor work on the site, the dynamite man shall be employed for the balance of the day at the regular rate of Laborers' pay, weather conditions permitting. If the dynamite man works more than four (4) hours but less than eight (8) hours at dynamiting, he shall be paid for eight (8) hours at the specified rate.

(e) When conditions require, the Employer and the Union may revise this article to meet the requirements of a particular project.

## **ARTICLE 9**

### **Fringe Benefits**

(a) Each Employer shall remit fringe benefit contributions to the fund depository on or before the 15th day of each month for all contributions attributable to the prior calendar month. Failure to remit such contributions on a timely basis may allow the Union, at its option, the right to resort to economic recourse, including the right to refuse Employees or withdraw Employees from the delinquent Employer, provided the Union has given the Employer a notice in writing five (5) days in advance of taking such action. In the event the delinquent Employer is a subcontractor, such notice shall be served jointly on the general contractor and the subcontractor. The Employer shall be

liable for any costs incurred in connection with the collection of delinquent fringe benefits.

(b) Any part of the negotiated wage increases may be taken in fringe benefits (Welfare, Pension, and/or Annuity) provided the Local Union gives written notice to the Employer and the District Council ninety (90) days in advance of such increase becoming due and payable.

(c) Commencing August 1, 2022, the Employer agrees to make payments to the Central Laborers' Pension Fund and be bound by the Central Laborers' Pension Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Pension Fund the amount listed in Schedules A, B, C and D for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(d) Commencing August 1, 2022, the Employer agrees to make payments to the Central Laborers' Welfare Fund and be bound by the Central Laborers' Welfare Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Welfare Fund the amount listed in Schedules A, B, C and D for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(e) Commencing August 1, 2022, the Employer agrees to make payments to the Central Laborers' Annuity Fund and be bound by the Central Laborers' Annuity Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Annuity Fund the amount listed in Schedules A, B, C and D for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(f) Commencing August 1, 2022, the Employer agrees to make payments to the Southern Illinois Laborers' & Employers' Welfare Fund and be bound by the Southern Illinois Laborers' & Employers' Welfare Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as

Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southern Illinois Laborers' & Employers' Welfare Fund the amount listed in Schedules A, B, C and D for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(g) Commencing August 1, 2022, the Employer agrees to make payments to the Southwestern Illinois Laborers' Annuity Fund and be bound by the Southwestern Illinois Laborers' Annuity Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southwestern Illinois Laborers' Annuity Fund the amount listed in Schedules A, B, C and D for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(h) An amount equal to the straight hourly contribution for Welfare, Pension, and Annuity shall be applied to the overtime rate after the straight time wage rate (less Training, LECET, and SICAP) has been figured at either time and one-half or double time.

(i) Commencing August 1, 2022, the Employer agrees to make payments to the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program and be bound by the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program the amount listed in Schedules A, B, C and D for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(j) The parties to this Agreement hereby incorporate into this Agreement the National Apprenticeship Standards, including the Local Model Standards, (hereinafter referred to as "Standards") which have been developed by the Laborers-AGC Education and Training Fund for the Apprenticeable Occupation of Construction Craft Laborers, as registered and approved by the Bureau of Apprenticeship and Training of the U.S. Department of Labor, including any amendments or modifications heretofore made, or which may be made, during the life of this Agreement, and the Employer and the Union agree to be bound by the terms

and provisions thereof.

(k) The Joint Apprenticeship Training Committee (hereinafter referred to as "Committee") referred to herein shall mean the Joint Apprenticeship Training Committee established under the aforementioned standards. The Joint Apprenticeship Training Committee shall administer the Apprenticeship program. The Employer and the Union agree to be bound by the decisions of the Joint Apprenticeship Training Committee.

(l) Vacation fund - By signing this Agreement, the Employer agrees to an after-tax deduction as listed in schedules A, B, C, and D for each hour worked in Locals 218 & 581, with overtime hours included at the straight time rate to be paid to the Vacation Fund.

(m) Commencing August 1, 2022, the Employer agrees to make contributions to the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust (L.E.C.E.T.) and be bound by the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust the amounts listed in schedules A, B, C, and D for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(n) Commencing August 1, 2022, the Employer agrees to make contributions to the Southern Illinois Construction Advancement Program (SICAP) and be bound by the Southern Illinois Construction Advancement Program Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southern Illinois Construction Advancement Program fifteen cents (\$.15) for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(o) District Council Check-Off upon receipt of any Employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from each Employee's wage the amounts listed in schedules A, B, C, and D for each hour worked for District Council Check-Off and the Employer shall remit the amount so deducted monthly together with a list showing the names of the Employees from whose pay

deductions were made and the amount deducted. Such written authorizations may be revoked on a revocable date by the Employee giving written notice by registered mail to the Employer and the Union on a revocable date delivered within thirty (30) days prior to the end of the irrevocable period. In the event no revocation is received, the authorization shall be continued in effect for another year or until the end of the Collective Bargaining Agreement, whichever occurs sooner. Monies deducted shall be subject to withholding taxes. The monies shall be remitted by the fifteenth (15<sup>th</sup>) of the following month, covering the hours worked the previous month.

(p) Voluntary Contribution to the Midwest Region Laborers' Political League: The Employer shall, upon written receipt of a proper assignment executed by an Employee, deduct the amounts listed in schedules A, B, C, and D per hour for each hour worked for a voluntary contribution to the Midwest Region Laborers' Political League. This authorization shall be irrevocable for a period of one (1) year, or until the termination of the Collective Bargaining Agreement in existence between the Employer and the Southwestern Illinois Laborers' District Council and /or its affiliated Local Unions, whichever occurs sooner; this authorization shall automatically be renewed and shall be revocable for successive periods of one (1) year each, or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and the Southwestern Illinois Laborers' District Council and/or its affiliated Local Unions, whichever shall be shorter, unless written notice is given by the Employee to the Midwest Region Laborers' Political League and the Employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Southwestern Illinois Laborers' District Council and/or its affiliated Local Unions, whichever comes sooner. The Employer shall remit the amount so deducted monthly together with a list showing the names of the Employee's from whose pay deductions were made and the amount deducted.

(q) The wage rates given in Article 8, excluding Watchmen's classification, are inclusive of all Welfare, Pension, Annuity, Training, LECET, and SICAP Funds, where applicable. Payments to such funds shall reduce the hourly rates accordingly. The parties to this Agreement specifically agree that they shall implement a non-qualified defined contribution plan which such plan shall encompass current retirees only whose benefit payments have been reduced in the prior year by the Internal Revenue Code Section 415 consistent with the Revenue Ruling

issued on November 21, 1997. In the event, however, that the Internal Revenue Code Section 415 is repealed, modified or otherwise rendered moot by legislative action, the preceding clause shall have neither force nor effect. Likewise, in the event that legislation action repeals or modifies Section 415 in any respect rendering this clause moot, the remaining articles and section of the collective bargaining agreement between the parties shall be unaffected thereby and shall otherwise be in full force and effect.

## **ARTICLE 10**

### **Job Site Injuries**

(a) The selection of the Doctor for anyone working under this Agreement who is injured on the job shall be by the injured individual, if desired, and notices of this privilege shall be sent to the hospital in the area of the job site by the Employer and the Union. The Employer shall pay all medical, surgical and hospital expenses.

(b) The Employer may post on the job site the names of Doctors practicing at hospitals in the area of the job site, and notify the hospital of the list of Doctors and allow the injured men to select their own Doctor.

(c) The Union shall have the right to have a Doctor examine the injured man at all times. The injured individual shall receive pay for a full shift on the day the individual is injured.

(d) It shall be the duty of the foreman to report in a timely manner to the Employer, and the duty of the Steward to report to the Union, any accident to any Employee, which may occur, on the job where they are employed. It shall be the duty of the Steward to see that the Employee is taken care of and his family notified, if seriously injured.

(e) The Steward shall be paid for the actual and necessary time for taking care of the seriously injured Employee, if the Employer does not provide adequate care.

## **ARTICLE 11**

### **Foremen**

(a) When there are three (3) or more Laborers employed on a job, there shall be one (1) Laborer designated as the Working Foreman and that individual shall be paid one dollar (\$1.00) per hour in addition to the regular hourly rate.

(b) When ten (10) Laborers are employed on a job, the Working Foreman shall become the Non-Working Foreman and shall be paid two dollars (\$2.00) per hour in addition to the regular hourly rate.

(c) When fifteen (15) Laborers are employed on a job, a Working Foreman shall be designated as well as a Non-Working Foreman. The Working Foreman shall be paid one dollar (\$1.00) per hour in addition to the regular rate and the Non-Working Foreman shall be paid two dollars (\$2.00) per hour in addition to the regular rate.

(d) No gang shall exceed twenty (20) Laborers including the Foreman. After twenty Laborers are employed the second gang shall also have a Non-Working Foreman. When more than one Non-Working Foreman is employed, there shall also be a General Foreman. The General Foreman shall be paid at the rate of three dollars and fifty cents (\$3.50) per hour in addition to the regular rate.

(e) The foreman shall be from the Local Union in the jurisdiction where the work is being performed unless agreed upon between the Business Manager and Contractor. All foremen shall be considered the Agent of the Employer only, and shall be selected by mutual agreement between the Employer and the Business Manager.

(f) There shall be a foreman on each shift on jobs where there are two or three shifts employed, provided there are two or more men employed on these shifts.

## **ARTICLE 12**

### **Different Scale on Classes of Work**

(a) The Employer agrees that it will not willingly permit any organized labor to work on any of the above-named classes of work in the jurisdiction of the above-mentioned Counties for

anyone at a lesser rate of wages. It shall use all honorable means to see that all work is done at a scale of wages not less than that set forth in this Agreement. Any employee from outside of the Twelve Counties Southwestern Illinois District shall receive wages and fringe benefits applicable to the geographical Local Union where the work is being performed.

(b) Should the Union permit any work to be executed in the above-mentioned Counties at a lesser rate of wages than the one herein specified, the Employer shall have the right to reduce these scales accordingly or cancel this Contract, after first bringing the matter to the attention of and getting a decision of the Arbitration Board in case the fact of a lower wage rate being paid is questionable.

### **ARTICLE 13**

#### **Notification of No Work**

(a) If no attempt is made by the Employer to notify the Business Manager or the Job Steward one hour (1) prior to the regular starting time to prevent Employees from reporting for work, the said Employees shall be paid two (2) hours time at the rate applying for that day. The Employee, in order to be entitled to the two (2) hours show-up time, must remain on the job for two (2) hours after the regular starting time unless sent home by the Employer or the Employers representative. If not notified at the end of the two (2) hour period that there will be no work, four (4) hours will be paid.

(b) If work is allowed to start but is weathered out prior to the end of two (2) hours, a minimum of two (2) hours will be paid. If work is weathered out after two (2) hours has been worked but before four (4) hours has been worked, four (4) hours will be paid. If work is weathered out and men are not notified before lunch period that there will be no work, six (6) hours will be paid. If work is weathered out after four (4) hours has been worked but before six (6) hours has been worked, six (6) hours will be paid. If work is weathered out after six (6) hours has been worked but before eight (8) hours has been worked, eight (8) hours will be paid. Employees will be required to remain on the job for time paid unless told to do otherwise.

(c) If men are called out after twelve o'clock (12:00 p.m.) noon, they shall be guaranteed four (4) hours pay, any time over four hours will be paid at the overtime rate.

(d) When conditions require, the Employer and the Union may revise this article to meet the requirements of a particular project.

## **ARTICLE 14**

### **Work Hours and Overtime**

(a) Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 5:00 p.m., five (5) days per week. Employees will be guaranteed a minimum of four (4) hours pay once work is started in the morning and a minimum of eight hours pay if work is resumed after the lunch period unless work is terminated because of inclement weather, in which case, the provisions of Article 13(b) shall apply. The regular starting time shall be determined at the pre-job conference or prior to the start of any work and may be changed, provided the Business Manager is given five (5) working days notice of such change, or by mutual agreement between the Employer and the Business Manager when such notice is given less than five (5) days prior to the change being made.

(b) The lunch period shall be between the fourth and fifth hour of work and shall be a thirty-minute (30) minute period. If the crew involved in a paving or lay down operation is required to work through the lunch period and not take a lunch period (eating while working), the crew shall receive in addition to the regular pay for the hours worked, an additional one-half (1/2) hour pay at the overtime rate. Thus, an Employee who is required to eat while working and works from 8:00 a.m. until 4:30 p.m. shall receive eight (8) hours straight time pay and one (1) hour pay at the overtime rate.

(c) When Employees are required to work more than two (2) hours after the regular quitting time, they shall be allowed one thirty-minute period (30) for supper with pay, and shall be allowed thirty (30) minutes with pay at every four (4) hour interval thereafter. Thus, an employee who is required to work more than two (2) hours after their normal quitting time and do not receive a thirty (30) minute meal period shall receive all hours worked at the appropriate rate plus an additional one half (1/2) hour pay at the overtime rate for each meal period not taken.

(d) All Tenders to Brick and Plaster Masons shall receive one-half (1/2) hour starting time at the applicable overtime rate

for that day.

(e) All overtime worked, Monday through Friday, shall be paid at the time and one one-half (1-1/2) rate of pay. All work performed on Saturday shall be paid at the time and one half (1-1/2) rate of pay. Work performed on Sundays and holidays shall be paid at the double time rate of pay.

(f) Upon prior notification to the Local Union at the pre-job conference, Employers shall be allowed to work four (4) consecutive days, Monday through Friday, ten (10) hours per day. In such event, overtime shall be paid on all hours worked over ten (10) hours per day and on all hours worked on the fifth and sixth day of the week and double time shall be paid for Sunday work. This paragraph shall apply only if all crafts agree at the pre-job conference.

(g) When conditions require, the Employer and the Union may revise this article to meet the requirements of a particular project.

(h) Non-Standard Work Hours - When an owner or governmental agency requires work to be performed outside the normal work hours outlined in this Agreement, because of contractual requirements or business necessities the contractor may modify the standard start times and working hours in order to achieve an acceptable work shift that complies with the project requirements and specifications. Under this provision, starting time will begin when employee begins work and the following provisions will apply:

a. Eight (8) hours shall constitute a shift and shall be paid as eight (8) hours straight time and one (1) hour overtime. When employee starts to work, the first seven (7) hours of work will be for eight (8) hours pay. All hours worked over seven (7) hours will be at the overtime rate. (The term "shift", as used in this provision, refers to an employee's eight (8) hour work period on a given day and has no relationship or connection to Article 24-Shift Work provision.)

b. If an employee reports to the job and was not properly notified that there is no work for the day, they shall receive two (2) hours reporting time, one (1) hour straight time premium rate and one (1) hour overtime.

c. If work is allowed to start, employee shall receive a minimum of one (1) hour at the overtime rate and four (4) hours straight time pay.

d. If multiple shifts are employed that require the provisions of this Article, these special provisions shall apply to all shifts. (An example requiring the use of multiple non-standard shifts would be a nighttime paving operation, combined with the need for daytime operations as well, be they general contractor or subcontractor operations, that also requires a non-standard work schedule because of owner or contractual restrictions, such as a 9:00 a.m. start time. In this example, if the daytime shift were not restricted in any way, the non-standard provisions would not be applicable to that shift and regular terms and conditions outlined elsewhere in this contract would apply.)

e. This provision does not apply to Saturday, Sunday or Holidays. All work on these shifts shall be at the contractual overtime rate.\*

f. The employer agrees to have a pre-job meeting with the union to discuss the specifics of the project prior to commencing work and will provide a copy of the project specifications to the union if requested.

\*Clarification - Given that non-standard starting times will be employed when utilizing this Article, including night work, it is understood that a typical night shift will begin on the preceding evening, an example being a night shift from 8:00 p.m. - 4:30 a.m. An example of a typical night shift would be 8:00 p.m. Sunday evening through 4:30 a.m. Monday morning. This shift would be paid as one (1) hour overtime and eight (8) hours straight time and would represent the employee's "Monday" pay period. The final shift in the week in the same example would run from 8:00 p.m. Thursday night through 4:30 a.m. on Friday morning and would represent the employee's "Friday" pay period. In this example, the work performed on Sunday evening is not considered as Sunday work for purposes of overtime pay, since this time frame represents the "Monday" shift.

## **ARTICLE 15**

### **Holidays**

Holidays recognized under this Agreement are Sundays, New Year's Day, Memorial Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. A holiday shall be from midnight to midnight unless otherwise agreed by the Business Manager. When a holiday falls on a Sunday, the

following Monday shall be observed, and any work performed that day shall be paid at double the regular rate of pay. If a holiday falls on a day other than Sunday, it shall be observed on that day.

## **ARTICLE 16**

### **Jurisdictional Disputes and Grievances Arbitration**

(a) Jurisdictional Disputes Procedures:

Section 1 Jurisdictional Dispute. As used in this Agreement, the term "jurisdictional dispute" shall mean any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees. This shall apply to all employers and their subcontractors.

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

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

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

1. If the work is covered in an applicable agreement of record between the Local Unions involved, the assignment will be in accordance with such agreement of record.
2. In the event there is no applicable agreement of record, then the Employer shall assign the work in accordance with local area practice.
3. In the event that no local area practice exists, the Employer shall assign the work in accordance with decisions of record.
4. If none of the criteria listed in subparagraphs (1) through (3) are applicable, the Employer may make the work assignment on the basis of economy and efficiency of operation, the well-being of the industry and the interests of the consumer.

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

Step 3: Arbitration. If the Union maintains that the Employer has made a work assignment that is not in accordance with the criteria established in Step 2, the Union may, within three (3) days of being notified of the work assignment, submit the dispute to arbitration. An arbitration hearing shall be held within seven days of the Union's request for arbitration. The parties have jointly designated the Federal Mediation and Conciliation Service to arbitrate any dispute arising under this Article.

The arbitrator has the authority to render a final and binding decision in the case. In deciding the dispute, the Arbitrator shall apply and follow the criteria set forth in Step 2, subparagraphs (1) through (4). The arbitrator will issue a written decision within five (5) days from the date of the hearing explaining his/her findings regarding the applicability of the Step 2 work assignment criteria to the facts of the case.

If the contractor refuses to adjust work assignments necessary to comply with this decision, then the contractor will be liable for back wages, fringe benefit contributions and check off of union dues commencing on the date of finality of the decision and continuing through the date of compliance with the decision.

Costs of Arbitration, including the Arbitrators fees and expenses, will be borne equally by the parties.

Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has

been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union or project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2: The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3: (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rule of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The

Arbitrator shall have the authority to make decisions only on issues presented to him or her and he or she shall not have authority to change, amend, add, or to detract from any of the provisions of this Agreement.

(c) The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

(d) It shall not be a violation of this Agreement, nor cause for discharge or discipline, if an Employee refuses to cross a lawful picket line of any Union; nor shall the exercise of any rights protected by law be a violation of this Agreement.

## **ARTICLE 17**

### **Union Representation**

(a) The Business Manager of the Local Union shall have the right to visit all jobs sites in the performance of his duties.

(b) All stewards to be appointed by the Business Manager of the Union and the steward shall not be discriminated against by the Employer for the performance of his duties.

## **ARTICLE 18**

### **Pay Days and Check Charge**

(a) The Employer shall pay the Laborer once every week on Friday and pay shall be in full up to Tuesday night except where State or Federal regulations demand that the payroll reports shall be by calendar week, in which case pay day shall be the following Friday.

(b) Pay day is to be once a week in cash, direct deposit (by mutual agreement), or payroll check and not more than three (3) days shall be withheld, unless by agreement with the Business Manager of the Local Union. If paid by check, Employer must pay bank charges, if any. If men are laid off, they must be paid in full at the time of layoff, unless the Business Manager and the Employer have agreed to other arrangements, or they shall receive full pay for time required to wait at the appropriate overtime rate. All pay must be made on Friday not later than the regular quitting time.

(c) The Employer shall furnish a detailed statement of

earnings with all pay to Laborers. No personal checks will be allowed as payment for wages due an Employee covered by this Agreement.

(d) Should an Employer fail, refuse or neglect, to pay any number of men on the regular pay day, at quitting time, the men shall be paid waiting time at the overtime rate; unless however, the delayed payment is a question of dispute, subject to arbitration.

(e) If the Employer requires the men to remain on the job during a stoppage of work, they must be paid continuous time.

(f) If men are discharged, they must receive their pay immediately at the plant office on the job. If required to wait, they must be paid waiting time at the regular rate. After quitting time, the men shall be paid at the overtime rate.

## **ARTICLE 19**

### **Insurance**

(a) The Employer shall carry Illinois Workmen's Compensation Insurance and shall provide a Certificate of such coverage when requested by any party signatory hereto. The Employer shall also come under the Illinois State Unemployment Insurance Act and pay Unemployment Compensation Insurance on all Employees, regardless of the number employed. State income tax shall be paid to the State of Illinois.

(b) The Employer shall secure and maintain indemnification from a reputable financial institution to guarantee payment of any and all wages, fringe benefit contributions and dues provided herein and shall furnish to the Union evidence of procurement.

This may be achieved by any of the following options:

- Surety Bond in the amount of \$25,000 and up to \$100,000
- Irrevocable letter of credit from a reputable financial institution
- Cashier's check in the amount of \$10,000.00

To help with the collection of fringe benefits and to avoid disruption of the work of delinquent employers, an Employer may request a letter from the Union of behalf of any of the Employer's subcontractors that are obligated to contribute to

the Pension, Health and Welfare or Vacation funds described in this Addendum. Upon receipt of such request, the Union will provide the requesting Employer with a letter stating the most recent date to which the subcontractor has both reported its contributions due and paid all such contributions.

## **ARTICLE 20**

### **Ice Water**

The Employer 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 not later than one (1) hour after starting time. Laborers on the site will make and distribute all water and periodically clean the containers.

## **ARTICLE 21**

### **Tools and Clothing**

Laborers shall provide the following personal hand tools and clothing in a satisfactory condition at the time of employment: A pair of rubber boots, hardhat, wrecking bar, claw hammer, and an adjustable wrench. Personal tools stolen, damaged or destroyed on the job shall be replaced or reimbursed on an equal value basis, providing a receipt to the Employer. The Employer shall be required to furnish all tools, other than those listed above, including but not limited to, rubber gloves, goggles, respirators and rain suits to all Employees working in mud, water, or concrete; also rubber coats and hats, where Employees are required to work in rain or where water drips on them or such as may be required. Such clothing shall be charged to the men until returned. The Employer shall furnish a building protected from all elements of the weather for the men/women to change their clothes and eat lunch (not reasonable on all highway jobs).

## **ARTICLE 22**

### **Sub-Contractors**

This Agreement shall bind all sub-contractors on work being done at the site of construction. Any Employer who sublets any Laborers' work on any project shall make this Agreement a part of the specifications when such work is sublet and will

ascertain that this section is fully complied with and the Employer shall demand compliance.

### **ARTICLE 23**

#### **Pre-job Conference**

When a Pre-Job Conference is desired by the Union, the Employer will attend and will designate, if requested by the Union at the Pre-Job Conference, who their Sub-Contractors are.

### **ARTICLE 24**

#### **Shift Work**

(a) When two or three shifts are worked, seven and one-half (7 1/2) hours work shall constitute a full shift and Employees shall be allowed thirty-minutes (30) for lunch with pay.

(b) When shift work is started, it shall begin on the first day of the week (Monday) and continue for a minimum of five (5) consecutive days.

(c) Three-shift work shall be continuous for one hundred twenty (120) hours.

(d) There shall be no deductions from the full weekly pay on shift work.

(e) If shift work has started and shall be discontinued before the end of the week, the Employer shall have the choice of paying all men on the second or third shift work their full weekly pay at the regular rate of pay, or overtime for all shifts that have been actually worked, with all men to receive the same number of shifts. There shall be no deduction for holidays not worked on shift work, and the rate of pay for Sundays and Holidays shall be double time, if they are worked. The rate of pay for Saturdays shall be at the applicable overtime rate of pay.

1. The first shift shall start at 8:00 a.m.; Lunch hour being at 12:00 Noon.

2. The second shift shall start at 4:00 p.m.; Lunch hour being at 8:00 p.m.

3. The third shift shall start at 12:00 a.m. (midnight); Lunch hour being at 4:00 a.m.

(f) When two (2) ten-hour (10) shifts are worked, the hours shall be (first shift) 8:00 a.m. to 6:00 p.m., and (second shift) 6:00 p.m. to 4:00 a.m. There shall be one thirty minute (30) lunch period with pay, which shall be four hours after the shift starting time. The last two hours of each shift shall be paid at the applicable overtime rate.

(g) When two (2) twelve-hour (12) shifts are worked, the first four (4) hours of each shift shall be paid at the straight time rate and the remaining eight (8) hours shall be paid at the overtime rate. Lunch shall be for thirty-minutes (30) every four (4) hours with pay, and all other provisions pertaining to this Article 25 Shift Work shall prevail.

(h) When men work their regular eight (8) hour shift and continue to work two (2) hours past their regular quitting time, they shall be allowed thirty (30) minutes to eat their lunch at the overtime rate of pay and thirty (30) minutes to eat their supper at four (4) hour intervals thereafter at the applicable overtime rate of pay.

(i) When men are working on shift work that requires constant attention, they shall eat their lunch close enough to their work so they can take care of an emergency.

(j) When conditions require, the Employer and the Union may revise the shift work provisions to meet the requirements of a particular project.

## **ARTICLE 25**

### **Joint Conferences**

The Employer and the Union agree that starting quarterly after the execution of this Agreement, they shall hold monthly meetings between representatives of the Employer and the Union. These meetings shall be held for the purpose of furthering harmonious industrial relations.

## **ARTICLE 26**

### **Safety**

(a) Personal Communication Devices: With the inherent dangers of a construction site it is important that all workers remain

alert and aware of the surroundings to provide a safe working environment for themselves and their fellow employees. The use of cell phones and other personal communication devices can cause distractions that can reduce this awareness. To maintain a high level of awareness, personal cell phones and other communications devices should not be carried while on duty. Personal communications may be made on breaks or lunch if necessary. In the event there is an impending issue for which an individual may need to be contacted, such as a family illness, inform the site supervisor.

(b) All Employees shall adhere to all Federal and State Safety Laws and the Employer's Safety Policy, where not in conflict with such Federal and State Laws.

(c) The Union and the Employer agree that it is in the best interest of all to promote an alcohol and drug-free working environment, and both pledge to work within their own areas of influence and to cooperate to that end.

(d) The Employer shall be responsible for providing any appropriate first aid materials at the job site.

(e) The Employer shall have the right to determine the number of Employees any job will require. However, two (2) men may be required, for purposes of safety, on drills, chain saws, cutting torches, concrete saws, water blasters and sand blasters with both men working. Where no more than one (1) Laborer is employed on a job, he shall be allowed to perform the work alone as long as it does not exceed four (4) hours' duration. Two men will be required on jackhammers; when air, gasoline, or electric paving breakers are used, paving breaker men, and cleanup men, shall interchange positions. To insure safety on all tunnel work, a minimum of two (2) men shall be employed; both men will work. All trenching, tunneling, shafting, and similar excavating shall be conducted in a manner that will adequately insure the safety of the workmen.

(f) In the event a dispute arises concerning the safety of an excavation, or the need for shoring, the local Business Manager and the Contractor is to be notified by their respective representatives on the job. Should the Business Manager and the Contractor fail to agree, they shall select a third qualified person, mutually acceptable to both parties, whose decision shall be binding.

**ARTICLE 27**

**Drug Abuse Prevention, Detection & Awareness Program**

Please see the SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM found in Appendix A.

**ARTICLE 28**

**Composite Crew**

On any project that is within the jurisdiction of more than one Local Union, it is agreed that the Local Unions involved will determine the ratio of Laborers from each Local Union that will be employed for the duration of such project. This understanding shall be agreed upon at the pre-job conference on information supplied by the Employer.

**ARTICLE 29**

**Beginning and Duration of Contract**

This Agreement shall be effective August 1, 2022, and shall remain in full force and effect through July 31, 2026, and thereafter from year to year unless either party gives notice in writing to the other party at least sixty (60) days but not more than one hundred twenty (120) days prior to expiration date that it desires to terminate this Agreement. Notice to modify the contract with respect to any provisions given by either party shall not terminate the contract and shall render the automatic renewal clause inoperative.

**Article 30**

**Individual Contractors**

By signing this Agreement which has been negotiated by and between the Southern Illinois Builders Association, Southern Illinois Contractors Association, and the Affiliated Local Unions of the Twelve Counties Southwestern Illinois District Council of the Laborers' International Union of North America (hereinafter "Union"), the undersigned Employer agrees to abide by all the Articles, stipulations and fringe benefits contained herein. By signing this Agreement, the undersigned Employer also agrees to be bound by the terms and conditions of any amendments, extensions, or changes in this Agreement that are

agreed upon by the Union and the Employer Associations. Additionally, the undersigned Employer agrees to be bound by the terms and conditions of all subsequent and successor agreements to this Agreement negotiated by the Union and the Employer Associations, unless the undersigned Employer notifies the Union in writing of its desire to terminate this Agreement or any subsequent agreement at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the respective agreement. Further, the undersigned Employer agrees that notice served by the Union upon the Employer Associations and Mediation Service for reopening and termination or commencement of negotiations shall constitute appropriate notice upon and covering the undersigned Employer signatory hereto for all purposes. In no event shall the Employer Associations have an obligation to independently notify individual employers signatory to this Agreement

IN WITNESS WHEREOF, the Southern Illinois Builders Association, the Southern Illinois Contractors Association, and the Twelve Counties Southwestern Illinois Laborers District Council for its affiliated Unions affiliated with the Laborers International Union of North America, AFL-CIO have caused their duly authorized representatives to hereunto subscribe their names as of the 1st day of August, 2022.

**SOUTHWESTERN ILLINOIS LABORERS' DISTRICT COUNCIL**

20 Bronze Pointe North  
Swansea, IL. 62226  
(618) 234-2704

BY \_\_\_\_\_  
(Glyn Ramage)

TITLE \_\_\_\_\_

\_\_\_\_\_  
(Date)

**SOUTHERN ILLINOIS BUILDERS ASSOCIATION**

1468 N. Green Mount Road P.O. Box 1390  
O'Fallon, IL. 62269  
(618) 624-9055

BY \_\_\_\_\_  
(Donna Richter)

TITLE \_\_\_\_\_

\_\_\_\_\_  
(Date)

**SOUTHERN ILLINOIS CONTRACTORS ASSOCIATION**

1468 N. Green Mount Road P.O. Box 1390  
O'Fallon, IL. 62269  
(618) 624-9055

BY \_\_\_\_\_  
(Eugene Keeley)

TITLE \_\_\_\_\_

\_\_\_\_\_  
(Date)

**EMPLOYER:**

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

EMAIL ADDRESS. \_\_\_\_\_

TO BE SIGNED BY OWNER OR CORPORATE OFFICER

BY \_\_\_\_\_  
(Print Name) (Title)

BY \_\_\_\_\_  
(Signature) (Date)

SWILDC/SIBA/SICAP/B/H/H  
Effective: August 1, 2022 through July 31, 2026