

**GREAT PLAINS  
LABORERS' DISTRICT COUNCIL**

**AND**

**LABORERS INTERNATIONAL UNION  
OF NORTH AMERICA LOCAL #231  
PEKIN, ILLINOIS**

**HIGHWAY AND HEAVY CONSTRUCTION AGREEMENT**

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

**May 1, 2016 through April 30, 2019**

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## PREAMBLE

Covering construction of private and public improvements, new construction and improvements to or removal of existing facilities five (5) feet from the building, including but not restricted to: Roads, pavements, streets, alleys, sidewalks, parking lots, curb, gutters, subways, tunnels, over and underpasses, paved ditches, slope walls, bridges, viaducts, culverts, grade separations, caissons, canals, levees, dams, locks, docks, sewers, sewer disposal plants and units, purification plants, and units, airports, golf courses, landscaping, telephone ducts, subdivisions, water mains, pipe lines and work pertaining thereto, etc. Dredging, all clearing for pools and right-of-ways for construction being performed or to be performed in Tazewell and Fulton Counties, State of Illinois.

It is understood and agreed that this Agreement shall be in effect in the above counties on the above classified work, either Federal, State, County, Township, City, or private work, within the boundaries of said counties, except that portion of sewer disposal plants, purification plants, airport, or other Highway and Heavy Construction projects which require building to be added, in which event the regular building contract will be applied to the building themselves.

This Agreement is made and entered into by the undersigned Association, representing the majority of contractors engaged in the business of constructing public improvements, such as enumerated in the above preamble, hereinafter known as the Employers, and the Great Plains Laborers District Council and Laborers International Union of North America Local #231, within the jurisdiction of Local #231 for the following counties: Tazewell County, except the Old City Limits of East Peoria, and Fulton County, hereinafter known as the Union, whose endeavor is to create and maintain harmony in the erection of projects for construction of the above mentioned classifications of work and in the above mentioned counties. The following articles are hereby mutually agreed upon by both aforesaid parties.

## PURPOSE OF AGREEMENT

**Section 1.** This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustments of grievances and disputes between the Employer and employee, and to prevent waste and unnecessary delays and expenses, and for the further purpose of at all times securing for the Employer sufficient capable workmen, and so far as possible to provide for labor continuous employment; such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon, so that suitable conditions may prevail in this construction industry as classified in the preamble of this Agreement, so that construction costs may be as low as possible, consistent with fair wages and conditions, and further establish the necessary procedure for which these ends may be accomplished.

**Section 2.** Both parties to this Agreement believe that a uniform Agreement, if adopted by all Employers and all Unions, would still further the interests of the construction industry, and agree to use their best efforts to bring about such actions, and further believe that such uniform Agreement arrived at by means of collective bargaining, will enhance a more uniform agreement, regulating hours, wages, and other conditions of employment, within the boundaries of Fulton and Tazewell counties (except the Old City Limits of East Peoria, Illinois).

## TERMS OF AGREEMENT, DURATION AND TERMINATION

This Agreement is effective retroactive to the 1st day of May, 2016, by and between Great Plains Laborers District Council and Laborers' International Union of North America, Local #231, of Pekin, Illinois, hereinafter referred to as the "Union", and the Highway and Heavy Construction Contractors Association of Tazewell and Fulton Counties, for and on behalf of those employers whom it is authorized to represent, and to the extent to which such authorization permits in its relation with the Union, hereinafter referred to as the "Employer". The Employer also refers to any Employer not a member of the Association who executes this collective bargaining agreement with the Union.

This Agreement shall be in full force and effect for all items covered throughout, through April 30, 2019, and shall continue in effect from year to year thereafter, unless notice of termination is given in writing by either party to the other party at least sixty (60) days prior to May 1, 2019, or any May 1, thereafter.

Within sixty (60) days prior to May 1, 2019, the Union may serve notice to reopen this Agreement for purposes of negotiating any terms covered by this Agreement or properly the subject of collective bargaining. If after such reopening the parties are unable to agree, the Union may, following a written ten (10) day notice of intent to do so, engage in a strike for the purpose of securing its demands and no other provisions of this Agreement shall bar such action.

The Local Unions may distribute any part of the negotiated wage increase into existing negotiated funds, provided that such increase is requested to the Association at least sixty (60) days prior to its effective date on each anniversary of this Agreement. Changes in contribution amounts to any of the funds listed shall only be made annually on the Agreement's anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Dept. of Labor. When the Union notifies the Association of its request, an addendum in writing describing such change(s) shall be incorporated into this Agreement.

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

## RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours, and other working conditions for all laborers, watchmen, foremen, and general labor foreman, excluding clerical employees, timekeepers, and superintendents.

The Employer agrees to employ members of Local #231 in good standing and carrying regular working cards from the Laborers International Union of North America. The Union agrees on its part to do all in its power

to honorably further the interest of the Employer, providing the Employer secures his men through designated representatives of Local #231.

In case the Union cannot furnish men, according to the referral the Employers have the right to hire whom they see fit, with the understanding that if the men do not belong to Local #231, they must join.

The Employer shall be the sole judge of and have the right to determine the number of employees required on any job or any portion of the work being done by the Employer.

## ARTICLE 1 SCOPE AND CLASSIFICATION OF WORK

Lead Base Paint Removal  
Asbestos Abatement Removal (\$1.00 Per Hour Premium)  
Carpenter Tender/Helper  
Tool Cribmen  
Cleaning and Oiling of Machinery and Tools  
Fireman or Salamander Tenders/Helpers  
Flagmen  
Gravel Box Men  
Form Handlers  
Material Handlers  
Fencing Laborers  
Cleaning Lumber  
Material Checkers  
Dispatchers  
Landscapers  
Unloading Explosives  
Laying of Sod  
Planting of Trees  
Removal of Trees  
Pile Driver Helpers  
Asphalt Plant Helpers  
Wrecking Laborers  
Fireproofing Laborers  
Surveyors and Instrument Men Helpers  
Janitors  
Unloading and Carrying Re-Bars  
Caisson Top Man Helper  
Mason Tenders/Helpers  
Scaffold Workers  
Laborers with De-Watering Systems  
Plaster Tenders/Helpers  
Tunnel Labor (Free Air)  
Track Laborers  
Cement Handlers

Chloride Handlers  
Concrete Workers (Wet)  
Batch Dumpers  
Tank Cleaners  
Air Track Drill  
Hazardous & Toxic Waste  
Plastic Installers  
Power Tools  
Air Tamping Hammerman  
Caisson Top Man  
Digging Bell Holes  
Signaling and Spotting of Rigs and Equipment  
Stripping concrete forms erected by Carpenters, with Laborers tending them, will be performed by a composite crew of Laborers and Carpenters  
Laborers will strip all other concrete forms  
Caisson or Tunnel Miners and Muckers  
Guniting Nozzle Men  
Welders, Cutter, Burners, and Torchmen to include, but not limited to scrap  
Tile or Pipe Layer and Helper  
Steel Form Setters - Street and Highway  
Concrete Saw Operator  
Screedman on Asphalt Pavers  
Front End Man on Chip Spreader  
Laborers Tending/Helping Masons with hot materials or where foreign materials are used  
Multiple Concrete Duct - Leadman  
Luteman  
Curb Asphalt Machine Operator  
Ready Mix Scalemen, Permanent, Portable, or Temporary plant  
Laborers Handling masterplate or similar materials  
Laser Beam Operator  
Concrete Burning Machine Operator  
Coring Machine Operator  
Underpinning and Shoring of Buildings  
Dynamite Shooter  
Cribbing & Jackman in Trench and Hydraulic Jackman  
Tree Topping  
Handling of Materials treated with oil, creosote, asphalt, and/or Foreign materials harmful to skin or clothing handled by any mode or method  
Tunnel Helpers in Free Air  
Kettle and Tar Men  
Motorized Buggies or Motorized Units used for wet concrete or building materials  
Sewer Workers  
Vibrator Operators  
Mortar Mixer Operators

Cement, silica, clay, fly ash, lime, and plaster handlers

(Bulk or bag)

Cofferdam Workers

On concrete paving, placing, cutting, & tying of reinforcing

Deck Hand, dredge hand, and shore laborers

Bank men on floating plant

Asphalt Workers and layers with machine

Grade checker (includes G.P.S. or other means), dump men, and spotter where grade is to be established

Chain Saw Operators

Jackhammer and drill operators

Guniting pot man

Batterboard setter

Driving of stakes and setting string lines for all machinery

All temporary pavement taping

#### Concrete Specialist -

Concrete Specialists wages and fringe benefits shall be established by mutual agreement between the Union and the Association.

Concrete Specialists shall perform all work assigned to them relating to but not limited to pouring, striking of and finishing all concrete surfaces, driving of all stakes, the placing of forms and screeds, including steel curb and gutter for sidewalk screeds to the point of installation, all laborer work on all curb and gutter machines, all guniting work one and one half (1½) inches, all laborer work on cement guns, the nozzle man and machinery operator on all guniting work, reinforced concrete stack work except footing or bases, the setting of string line for grade and curb machine.

It is agreed that multi-card employment is permissible under the terms of the Agreement, and it is expressly agreed that the employer will pay fringe benefits to only one craft, to be selected by the employee. Selection by the employee of the craft to which fringe benefits are to be paid shall be in writing.

CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES -- Concrete, bituminous forms on all flat archwork. The moving, cleaning oiling and carrying of all forms to the next point of erection. The snapping of wall ties and removal of the rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms and all skilled, semi and unskilled work connected therewith. Concrete or aggregates for walls, footings, foundations, floors, or for any other construction. Mixing, handling, conveying, pouring, vibrating, guniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. The hooking and unhooking, flagging, spotting for all bulldozers, cranes, trench machines, derricks, trucks, highlifts and tractors. Placing of concrete or aggregates, whether poured, pumped, guniting, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete aggregates or mortar, and the cleaning of such

equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, rodding or screeding, by hand or mechanical means prior to finishing. Where prestressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstone or air or water. The filling and patching of voids, crevices, etc. to correct defect in concrete caused by leakage, bulging, sagging, etc. The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used. All work on interior concrete columns, foundations for engine and machinery beds. The original form, and the stripping of forms on all flat archwork.

If in changing classifications, the rate of pay for one classification is higher than the other, the employee shall be paid the higher rate of pay for that day.

WAGES FOR CLASSIFICATIONS OR WORK NOT HEREIN SPECIFIED SHALL BE DETERMINED BY BOTH PARTIES TO THIS AGREEMENT.

Nothing in this provision shall require the Company to assign any particular work to the employees represented by the Union. Moreover, the Company may assign any and all work to the union or unions it believes will accomplish the work with the most skill, efficiency and economy. In this regard, the Union will not challenge any work assignments made by the Company, nor will it engage in any form of coercion in order to attempt to force the Company to assign work to the Union.

During total wrecking and gutting of buildings (not to include remodeling work), employees engaged in the demolition of walls and other structural members. (Removal of any and all debris, after the building has been razed shall be paid at the regular rate). All other Labor work not listed in classifications above, the rate shall be established by agreement between the Employer and Business Manager.

It is understood and agreed that the unloading, handling and carrying of concrete reinforcing bars to the panel in which they are used is the work of the laborers, as well as the placement of steel in tunnel construction. It is further agreed that the placement of all pavement steel, including center strips and accessories, wire fabric, and expansion joints, is the work of the laborers.

The wrecking, stripping, removing, or dismantling of highway pavement forms used for concrete construction is the work of the laborers.

It is agreed that the cleaning and oil protection coating of all types of machinery or tools used in the pouring, trawling, leveling or paving of concrete or asphalt is the work of the laborer in its entirety.

Truck driver helper - a minimum of one laborer for each service truck to load and unload materials.

Surveyor helpers - regular rate shall apply.

If a jackhammer is used, two (2) men must be employed to operate same, except one (1) man may be used when determined by Business Manager and Employer.



Minimum one (1) laborer for every three (3) carpenters and at no time will he tend more than four (4) carpenters.

It is understood and agreed a minimum of one (1) laborer and as many more as may be required, will be kept on all concrete pours as long as the concrete is being worked on in any manner or by any craft. The Laborer(s) may be used in any useful work in the area of the concrete pour when not needed by the craft working on the concrete or in performance of his jurisdiction of work in the concrete.

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

The setting up and using of all "concrete burning bars" whether burning concrete or any other type of material, including the setting up and using of all laser beam equipment.

Plastic material handling, placing, unloading, loading, setting, whether the plastic is performed or flowed into place, at scale applicable in this Agreement.

Railroad and Chimney Work: All work covering the erection and demolition of reinforced concrete and masonry chimneys shall be governed by the Laborers International Chimney Agreement that prevails for this area. All work pertaining to railroad work shall be governed by the Laborers International Railroad Agreement that prevails for this area.

The Union shall not concede any portion of the work herein mentioned to any organization or craft without first securing written consent of the Employer. An Employer shall not concede any portion of the work herein mentioned on any job without getting written consent of the Union and also the undersigned Employer.

Classifications for:

Excavations and Foundations: Concrete for Walks, foundations, floors, or for any other construction, mixing, handling, conveying, pouring, gunniting, and otherwise applying concrete, whether done by hand or any other process, working, stripping, dismantling, or handling concrete forms and false work, building of centers for fireproofing purposes.

Underpinning and Shoring: Shoring, underpinning, raising and moving of all structures.

Drilling and Blasting: All work of drill running and blasting.

General Excavation and Grading: The clearing, excavating, filling, backfilling, grading, and landscaping of all sites for all purposes, and all common and skilled connected therewith.

General Laborers: All laborers in shipyards, material yards, junk yards, cemeteries, and the cleaning of streets, ways, and sewers, and all Laborers work of a common and skilled nature.

Pits, Yards, and Quarries: All drillers, blasters, signal men, and laborers in quarries, crushed stone yards, and gravel and sand pits.

Wrecking: The wrecking of building and all structures.

The Employer recognizes the right of the Union to claim jurisdiction of all classifications of work mentioned in this Agreement subject to the provisions of Article 28 (Jurisdictional Disputes) of this Agreement.

It is understood and agreed that this Agreement covers all labor work used in construction of such projects as covered in the preceding and following Articles. It is further agreed that this Agreement shall cover such other work as may be assigned to the Union.

## **ARTICLE 2 PRE-JOB CONFERENCE**

If the Union or the Employer request a pre-job conference, it shall be held. At the pre-job conference the Employer shall advise the Union of its requirements as to the workmen required in the respective classifications, and the probable starting date, duration of the job, and the working schedule.

Should an Employer evade a documented request for calling a pre-job conference or a scheduled pre-job, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this agreement, and the Union shall have the right to strike and picket. It will not apply providing the job constitutes not more than five (5) working days. It is agreed that an Employer working within the jurisdiction of Local Union #231 and party to this agreement, shall notify the Business Manager before starting to work.

## **ARTICLE 3 UNION SECURITY**

All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing in the Union as a condition of their employment, and the 8<sup>th</sup> day following the beginning of their employment, or the effective date of this contract, whichever is later, as authorized in Section 8(f) of the National Labor Relations Act as amended. It is agreed by both parties that employees who do not belong to the Union may voluntarily join the Union anytime within the eight (8) day period.

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

**ARTICLE 4  
REFERRAL CLAUSE**

The Employer shall request referral of employees from the Union for each of its projects, and shall not circumvent the Union by hiring directly and without affording the Union an opportunity to make referral of applicants for employment. When the Employer requires employees, the Employer shall notify the Union and shall allow forty-eight (48) hours for referral of prospective employees. After the expiration of forty-eight (48) hours, if the requested referral is not met, the Employer may proceed to fill vacancies. The Union shall maintain a list of persons eligible for employment and shall not discriminate in making referrals against any individual because of race, sex, color, or creed, or his membership or non-membership in the Union. The Employer, in requesting referrals, shall notify the Union of the nature of the work to be performed and the classification and qualifications of employees desired to enable the Union to make proper referral of applicants. The right to hire shall be vested in the Employer and shall be separate and distinct from the Union's right of referral of applicants.

Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists.

Recall - Employers may request former employees for referral to a job or project, and the Union Referral Office shall refer said former employees to the job or project provided they are properly registered applicants in the Referral Office, are available for work at the time of request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within the past twelve (12) months prior to the request.

Registration and referral of applicants shall be by groups as set out below. Apprentices shall be referred under a separate out-of-work list.

**Group A -** All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for nine hundred (900) hours as a construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

**Group A-1 -** All apprentices will be on the A-1 list. Apprentice Applications will be taken at the Local Union Halls on the first Tuesday of each month from 8:00 a.m. to 12:00 p.m.

The term of apprenticeship shall be approximately three (3) years and 600/3000 hours of on the job diversified work and training, excluding time spent in related instruction. When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Joint Apprentice Training Committee for an individual apprentice who demonstrates exceptional skill and technical knowledge competencies in any module or major component of the work process.

The schedule that follows provides for three (3) equal periods of 200/1000 hours of work and training each year:

- (a) First year 75% of the journeyworker rate and full fringe benefits

Second year	85% of the journeyworker rate and full fringe benefits
Third year	95% of the journeyworker rate and full fringe benefits

Employers will be notified of the correct percentage of the journeyworker rate for each apprentice by the Fund Administrator.

**Ratio and Supervisor.**

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

Apprentices shall work under the supervision of competent and qualified journeyman laborer on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and in special off-job courses.

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

**Group B -** All journeyman who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for four hundred fifty (450) hours as a journeyman construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

**Group C -** All journeyman who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for two hundred (200) hours as a journeyman construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

**Group D -** All applicants not qualifying for Groups A, B or C. In order for a referral to move from the "D" list to the "C" list the referral must have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for nine hundred (900) hours as a journeyman construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

All referrals, based on hours worked, within the A, B, C and D classification, shall move a maximum of one group per calendar year effective January 1 of the preceding year. The referral must continue to have worked

the minimum hours in their classification, A, B, C or D, or he will be moved to the appropriate list January 1 of the preceding year. Hours worked will include training hours and injury hours as actual hours worked. Referrals who are off due to illness for a minimum of two (2) weeks with a doctor's statement will remain on the current out-of-work list.

All journeymen registering for active employment shall set forth their name, address, telephone number and state any skills the applicant possesses and the jobs the applicant is able to perform including any relevant licenses or certifications. Blank applicant referral forms will be available at the Union's referral office. The Local Union will complete an out-of-work list consisting of the journeymen and apprentices who have registered their availability for referral.

If a registrant, referred for employment in regular order, refuses or is unavailable for three (3) consecutive referrals, his name shall be placed at the bottom of the list unless the applicant has given the Local Union notice in writing of unavailability for a period not to exceed thirty (30) days.

Referral of members in Local 231's jurisdiction will be by telephone. All members will be required to have an active phone number listed with the Local Union office in order to be referred to work. Referral to projects will be between the hours of 6:00 a.m. to 9:00 a.m. and 2:00 p.m. to 5:00 p.m. or as the contractor's request. Emergency referrals made outside the designated dispatch hours would also be made in order; however, applicants who are unavailable or refuse such referrals will not be penalized.

Upon registration, applicants will designate themselves as available for referral within a region. Once an applicant has thus classified him or herself, all penalties regarding refusals and unavailables, for any job in the region, will apply. The Union will be operating with multiple, regional referral lists. In the event that the Union, trying to fill an Employer's request, has exhausted all possible applicants for referral from that region's list and still requires more workers, the office may move on to the next, closest list. However, applicants who refuse such referrals or are unavailable under these circumstances will not be penalized.

The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive three (3) days' pay at straight time if employed.

The short term referral provisions herein are inapplicable and the applicant will be removed from the out of work list if the applicant takes any action within the first three (3) days of employment designed to manipulate this provision of the Job Rules, such as voluntarily quitting or requesting to be laid off or discharged from a job to which he or she is referred.

The Employer may request employees possessing special skills and abilities, in which case the Union shall refer the first applicant on the list who possesses such special skills and abilities. When a laborer cannot qualify for the specific work needed, he shall be paid for the time worked only and the Employer shall confirm such request in writing to the Union, within forty-eight (48) hours following an oral request. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within forty-eight (48) hours, the Employer may employ applicants directly, subject to the Union's Security Clause in Article 3. In such event, the Employer shall notify the Union Office of the names of the persons employed and the dates of the hirings; such notice shall be given within twenty-four (24) hours of the hiring.

The Employer agrees that the Union will not be held responsible for the acts, beyond their control, tortious or otherwise, or failure to act, and caused by those applicants it refers.

The provisions relative to referral of applicants, set forth above, will be posted by the Union in its Union Hall and will be posted by the Employer at each project where notices to employees and applicants for employment are normally posted.

If the Employer does not conform to this referral clause the Union upon twenty-four (24) hours notice, has the right to strike that Employer.

All counties will be referred by telephone. All applicants will be required to submit a maximum of two (2) telephone numbers.

#### **ARTICLE 5 KEY MAN CLAUSE**

At the pre-job conference upon request of the Employer the Union may allow the use of one key man on a jobsite who needs not be a member of Local 231. The Employer must demonstrate that the job to be done calls for the use of special skills, experience or training which qualify the key man for work on the job. The first laborer on the job and the last laborer on the job shall be from Local 231. In the event that the Union allows the use of a key man the Employer shall be responsible for securing an employee authorization card allowing the check-off of all dues, training funds, annuity fund, IAF contribution and pension and health and welfare benefits for payment to Local 231 Clearing Account. In the event that the employee does not sign the authorization or check-off card the Employer shall be responsible for direct payment of all such amounts on a weekly basis.

In the event the Employer fails to comply with this article the Union reserves the right to strike to obtain compliance.

#### **ARTICLE 6 HOURS OF WORK AND WORK WEEK**

The regular work week will start on Monday and conclude on Friday. The normal work hours are between 8:00 a.m. and 4:30 p.m. Eight (8) consecutive hours exclusive of one-half ( $\frac{1}{2}$ ) hour lunch period between the 4th and 5th hour after starting time shall constitute a normal work day. Forty (40) hours Monday through Friday shall constitute a normal work week. Starting time for the work day may be changed to begin anytime between 6:00 a.m. and 9:00 a.m. by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given thirty-six (36) hours in advance. All employees of an Employer on the job site shall have the same starting time except when other arrangements are mutually agreed to. If the employee does not receive his one-half ( $\frac{1}{2}$ ) hour lunch period as stated, he shall receive one-half ( $\frac{1}{2}$ ) hour pay at the time and one-half ( $1\frac{1}{2}$ ) rate and be allowed a one-half ( $\frac{1}{2}$ ) hour lunch period on his own time. At no time shall an employee be required to work longer than five (5) hours without a lunch period.

When the regular work week starts on Monday and concludes on Friday, and the employee, because of inclement weather or equipment failure has worked less than forty (40) hours in that work week, Saturday may be designated as a make-up day and the employee shall receive eight (8) hours pay at the applicable rate of pay, except on account of inclement weather or equipment failure.

When Laborers are employed on designated make up day and other crafts are also employed on same project, and receive premium rate of pay, Laborers shall receive premium rate of pay also.

All time worked over eight (8) hours in any one day, or before the starting time or after quitting time Monday through Friday and all hours worked on Saturdays (except for those designated as "make-up days) shall be paid at the rate of time and one-half (1½). All time worked on Sundays and holidays shall be at the rate of double time for Tazewell County and Fulton County, except as specified elsewhere in this Agreement.

**Ten (10) Hour Work Day:**

Employer, to take advantage of daylight hours, weather conditions, etc., may elect to have the regular work week start on Monday and conclude on Thursday, but such election must be made at the pre-job conference.

The normal work hours are between 7:00 a.m. and 5:30 p.m. Ten (10) consecutive hours exclusive of one-half (½) hour lunch period between the 5th and 6th hour after starting time shall constitute a normal work day. Forty (40) hours Monday through Thursday shall constitute a normal work week. Starting time for the work day may be changed to begin anytime between 6:00 a.m. and 9:00 a.m. by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given thirty-six (36) hours in advance. All employees of an Employer on the job site shall have the same starting time except when other arrangements are mutually agreed to. If the employee does not receive his one-half (½) hour lunch period as stated, he shall receive one-half (½) hour pay at the time and one-half (1½) rate and be allowed a one-half (½) hour lunch period on his own time. At no time shall an employee be required to work longer than five (5) hours without a lunch period.

When the regular work week starts on Monday and concludes on Thursday, and the employee, because of inclement weather or equipment failure has worked less than forty (40) hours in that work week, Friday may be designated as a make-up day and the employee shall receive ten (10) hours pay at the applicable rate of pay, except on account of inclement weather or equipment failure.

When Laborers are employed on designated make up day and (10) hours in any one day and other crafts are also employed on same project, and receive premium rate of pay, Laborers shall receive premium rate of pay also.

All time worked over ten (10) hours in any one day, or before the starting time or after quitting time Monday through Thursday and all hours worked on Fridays and Saturdays (except for those designated as "make-up days) shall be paid at the rate of time and one-half (1½). Friday shall be the only day that may be designated as a 'make-up' day. All time worked on Sundays and holidays shall be at the rate of double time for Tazewell County and Fulton County, except as specified elsewhere in this Agreement.

No laborers shall leave the tool shed before the normal starting time and shall have all tools put away by the normal quitting time except on overtime basis.

Any overtime will be paid to the next nearest 1/4 hour.

## **ARTICLE 7 SHOW-UP TIME AND REQUIRED HOURS OF EMPLOYMENT**

When an Employer requests referral of a certain number of men through the Union headquarters, and these men appear on the job or shift at the time ordered, then if not put to work, they shall be paid two (2) hours show-up time. An employee referred to an Employer who is put to work shall receive no less than eight (8) hours pay on the first day of employment except in case of inclement weather or equipment breakdown.

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

The Employer shall not be required to pay show-up time on account of inclement weather or equipment failure. The Employer shall have the option on each project to work or not work if the temperature is 10° Fahrenheit or colder.

It is agreed that when a man is called or a regular employee reports for work and the employer is unable to put him to work and the employer desires that the man remain on the site of the project to be available, then the employee shall be paid continually from the regular starting time until released, or two (2) hours, whichever is longer. Any employee starting at the regular starting time and working less than a half (1/2) day will be paid for actual time worked, but not less than two (2) hours pay. Any employee, starting to work at the regular starting time and working over four (4) hours, shall receive eight (8) hours pay, except on account of inclement weather or equipment failure.

Any employee who starts work on a Saturday or Sunday and works less than half (1/2) a day shall receive four (4) hours pay. Any employee who starts work on a Saturday or Sunday and works over four (4) hours, shall be paid for actual hours worked.

At the option of the Employer, he may require the laborers to stay on the job site during the time he is required to pay wages under this provision.

## **ARTICLE 8 HOLIDAYS**

The following holidays shall be celebrated according to National Law governing same: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Veteran's Day to be celebrated on the day after Thanksgiving. No work will be performed on Labor Day under any consideration, except in extreme emergency, then double time must be paid after permission to work has been given by the Business Representative.

Any employee required to work on any holiday shall not be paid less than four (4) hours pay at double time, and not less than eight (8) hours at double time, if he works over four (4) hours.

It is understood and agreed that the Employer shall not cease work on a normal work day that occurs before



or after a holiday without the majority consent of his employees (all crafts) on any particular project, except a holiday falling on Sunday, the following Monday shall be considered a holiday.

## **ARTICLE 9 SHIFT WORK**

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

A lunch period of thirty (30) minutes shall be allowed on each shift. Shift clause shall apply on regular work week only, 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Saturday, Sunday or holidays and all hours worked other than the regular shift hours shall be paid at the rate in the individual agreements.

There shall be no pyramiding of rates and double the straight time rate shall be the maximum compensation for any hours worked.

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

**SPECIAL SHIFT:** By mutual agreement between the Employer and Business Manager, if the EMPLOYER is required to perform work which cannot be performed during regular working hours, an employee may work a special shift at one dollar and fifty cents (\$1.50) an hour over scale. Thirty (30) minutes shall be allowed for lunch after the completion of four (4) hours work. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours.

The Employer's request for this special shift must include the starting date, the approximate number of men involved and the estimated conclusion date.

## **ARTICLE 10 WELFARE, ANNUITY, PENSION, HEALTH AND SAFETY, LECET, and MIDWEST FOUNDATION FOR FAIR CONTRACTING**

Beginning with the effective date of this Agreement the Employer agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Local 231 Pension Fund and the Agreement and Declaration of Trust establishing Laborers' Local 231 Health and Welfare Fund including any amendments heretofore or hereafter duly adopted by the Trustees thereof. The Employer shall pay to the Pension Fund and Welfare Fund the amount listed in the attached Addendum for each straight time hour or portion thereof performed by an employee working in covered employment.

The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Local 231 Annuity Trust Fund, including any amendments duly adopted by the

Trustees thereof. The Employer shall pay to the Annuity Fund the amount listed in the attached Addendum for each straight time hour or portion thereof performed by an employee working in covered employment.

On overtime hours, the payments to the respective Welfare and Pension Funds shall be hours worked at the amount set out in the Addendum.

On overtime hours, the payment to the Annuity Fund shall be one and one-half (1 ½) times the amount set out in the Addendum (except for Sundays and holidays the payment to the Fund shall be two (2) times the amount set out in the Addendum), for work performed within the jurisdiction of this Agreement.

The Employer and the Union recognize that they have a mutual concern regarding the health and safety of workers. These concerns are best addressed through a labor-management cooperative approach. To assure a safer and healthier situation for workers, the Employer and the Union agree to participate in the Labor-Management cooperation trust fund known as the Laborers' Health and Safety Fund of America (LHSFNA). The Employer agrees to pay to the Laborers' Health and Safety Fund of North America contributions at the rate listed in the attached Addendum for each hour or portion of an hour worked for which each employee covered by this Agreement is entitled to receive pay. The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Health and Safety Fund of North America (LHSFNA), including any amendments duly adopted by the Trustees thereof.

The Employer and the Union also recognize that they have a mutual concern regarding the proper employment education of workers. These concerns are best addressed by participation within the trust fund known as the Laborers-Employers Cooperation and Education Trust (LECET). The Employer agrees to pay to the Laborers-Employers Cooperation and Education Trust (LECET) contributions at the rate listed in the attached Addendum for each hour or portion of an hour worked for which each employee covered by this Agreement is entitled to receive pay. The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers-Employers Cooperation and Education Trust Fund "LECET), including any amendments duly adopted by the Trustees thereof.

The Employer agrees to pay to the Midwest Foundation For Fair Contracting contributions at the rate listed in the attached Addendum per hour for each hour or portion of an hour worked by an employee covered by this Agreement.

Payments of all fringe benefit monies shall be made by the Employer no later than the 15th day of the month next following the month in which hours of covered employment were worked.

Amounts paid to any employee for holidays, vacations, or bonuses shall be considered as hours worked for the purpose of contributions to all of the respective Funds.

A failure by the Employer to make the required payments at the time specified shall be deemed a gross breach of this Agreement by the Employer and the Union shall be free to take any appropriate action including the withholding of services by employees and the publication by traditional means of the nature and cause of the dispute to other parties.

If at any time during the term of this Agreement the Union enters into a Pension or Health and Welfare Plan (or other Funds as set forth above) other than the ones currently in effect, or should the Pension Fund or Welfare Fund or Annuity Fund (or any other Fund set forth herein) determine that the rates of contribution

paid on behalf of bargaining unit employees should be lowered, then, in that event, the reduction in fringe benefit contributions shall be added to the pay rates set forth in this contract. During the term of this Agreement it may be necessary for the Pension Fund or Health and Welfare Fund (or any other Fund set forth herein), or any combination of said Funds, to require increases in contribution rates per hour worked by covered employees. In that event the Union or the appropriate Fund will give notice in writing to the Employer not less than thirty (30) days from the date on which a higher rates of contributions are to take effect and the Employer agrees that it will thereafter tender the new rates of contribution to the Pension Fund, or to the Health and Welfare Fund (or to any of the Funds set forth herein). At the time the increased contributions go into effect the Employer may reduce the wage rates paid to employees in an amount equal to the increased contributions.

All Employers bound by this Agreement shall, for each month in which an employee performed work in covered employment, submit to the Funds a report detailing the hours of covered employment worked by employees on a form to be provided by the Union, and that it will make all payments to Laborers' Local 231 Clearing Account, P. O. Box 374, Pekin, Illinois, 61554, or to such other account(s) or address(es) as the respective Funds from time to time shall designate in writing to the Employer.

The parties agree and understand that there shall be no duplication of payments between fringe benefit funds on account of hours worked by an employee.

#### **ARTICLE 11 TRAINING PROGRAM FUND**

The Employer shall contribute to and be bound by the Agreement and Declaration establishing the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program as has heretofore been amended or may hereafter be amended in the amount listed in the attached Addendum for each hour worked by employees of the Employer within covered employment.

Payments to the Training Program shall be made in the same manner as set forth in Article 10, Welfare, Annuity, and Pension Funds, and shall be subject to the same restrictions, limitations, and obligations.

#### **ARTICLE 12 CHECK-OFF**

The Employer shall, upon receipt of a proper assignment executed by an employee, deduct the amounts shown on the check-off authorization card from the wages of such employee and forward such monies promptly to Laborers' Local 231 Clearing Account, P.O. Box 374, Pekin, Illinois 61554.

The following items fall within the designation of check-off:

- F. Working Dues. The membership working dues of Laborers Local 231 are listed in the attached Addendum.
- G. Voluntary contribution to Laborers' Local 231 Laborers' Political League. The amount to be deducted for each hour worked under the geographical jurisdiction of Laborers' International

Union of North America Local 231 is listed in the attached Addendum. Laborers' Local 231 Laborers' Political League is an entity separate and apart from Laborers' International Union of North America Local 231 and if the Employer fails to make the required deduction and remittance, the Employer shall be liable for all reasonable costs incurred by Laborers' Local 231 Laborers Political League for collecting payment due thereon together with any reasonable attorney fees and liquidated damages in an amount not less than 20% of the contribution due and any action to recover said amounts may be brought in the name of Laborers' Local 231 Laborers Political League.

- H. Voluntary contributions to Laborers' Local 231 Laborers' Political League (Federal). The Employer agrees to deduct the amount listed in the attached Addendum for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union and to transmit those funds on the monthly contribution report form.
- I. Real Estate Maintenance Fund. The amount to be deducted per hour for each hour worked under the geographical jurisdiction of the Laborers' International Union of North America Local 231 to be used as a permanent fund for the maintenance of real estate owned by the Local Union is listed in the attached Addendum.
- J. Organizing Fund. For work performed exclusively within Tazewell and Fulton Counties Local 231 (Pekin) and upon receipt of a proper assignment executed by an employee, the Employer agrees to deduct from the wages of each such employee the amount listed in the attached Addendum for Organizing Fund and forward payments pursuant to this Article on the form provided by the Union. Laborers' Local 231 Retiree Council. The amount to be deducted per hour for each hour worked under the geographical jurisdiction of the Laborers' International Union of North America Local 231 to be used as a permanent fund for the Laborers' Local 231 Retiree Council is listed in the attached Addendum.
- K. The Illinois Laborers Legislative Committee. The Employer agrees to deduct the amount listed in the attached Addendum for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union and to transmit those funds on the monthly contribution report form.

### ARTICLE 13 DISCREPANCY

In the event the Union believes an Employer has failed to report or failed to pay proper wages or check-off, the Union shall have the same authority to audit or inspect the Employer's records as does the Pension Fund and should any discrepancy exist in the amount reported or paid by the Employer, the Employer shall be responsible for all costs of audit, delinquent amounts and expenses of collection, including court costs and attorneys fees.

**ARTICLE 14  
LABOR FOREMAN**

Labor Foreman to receive one dollar and fifty cents (\$1.50) per hour more than the highest paid laborer under his supervision.

**Section 1.** It is agreed that all Laborer Foreman designated by the Employer shall be journeyman members of the Union who have been in good standing in the Local for no less than six (6) months.

**Section 2.** A Laborer Foreman will be designated when six (6) or more Laborers are required on any given crew. When the crew requires twelve (12) or more Laborers, a second Laborer Foreman will be designated. When the crew requires eighteen (18) or more Laborers, a third Laborer Foreman will be designated. When a crew requires three (3) or more Laborer Foremen, one shall be designated as the General Foreman. When there are eighteen (18) or more Laborers working under the General Foreman, the General Foreman duties will be strictly confined to supervision.

All foreman to be designated by the Employer.

**ARTICLE 15  
GENERAL LABOR FOREMAN**

A General Labor Foreman shall be appointed with not less than the same qualifications as a labor foreman when thirty (30) or more employees are employed on the same project by the same Employer at a rate of seventy-five cents (\$.75) per hour over the highest paid employee under his supervision.

**ARTICLE 16  
WAGE RATES**

It is understood and agreed that the rates of pay listed in the attached Addendum will apply to all employees governed by this Agreement.

COMPRESSED AIR WORK - TUNNEL AND CAISSON (WORKMEN INSIDE LOCKS) - THE NATIONAL TUNNEL AGREEMENT SHALL APPLY

A wage rate of eighty percent (80%) of the regular basic hourly wage, plus all fringe benefit payments as called for in this agreement, may apply to all "Residential" and "Light Commercial" work for all employers and employees covered by this agreement.

"Residential" shall be defined as applying to work on any single family dwelling or multiple family housing units up to and including three (3) stories, including all garden type and walk-up apartments, with a total project cost of under \$500,000.

"Light Commercial" shall be defined as applying to work, other than "Residential", with a total project cost of under \$500,000.

This reduced hourly wage does not cover those housing units which are normally referred to as "high-rise" or housing units constructed of steel and concrete, or any type of work on an industrial or public utility site or project, or on any work that would be covered under the Davis-Bacon Act or any federal act or the Illinois Prevailing Wage Act, and does not cover projects with total cost bids of over \$500,000.

Eighty percent (80%) of the regular basic hourly wage is as set forth in the attached Addendum.

## ARTICLE 17 WORKING RULES

1. First aid kits shall be furnished and maintained on all jobs.
2. If an employee wishes to take a vacation, he shall notify his Employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.
3. There will be one (1) laborer or more as determined by the employer to tend sand blasting, tuck pointers, and masons washing down walls.
4. Any work not covered by this Agreement or other classification which comes under the jurisdiction of the laborers shall be negotiated between the two (2) interested parties.
5. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job. On any project or job where a centrally located reporting place is designated the Employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one half (½) of a mile or more from the point where the employees are to work. Vehicles shall be properly covered during cold and inclement weather.
6. There shall be no scoop shovels used except on sawdust or cinders, or other lightweight material.
7. There shall be no transferring of men from job to job during lunch.
8. When working in sewer, ditches, trenches, etc., that are deeper than five (5) feet, there will be a minimum of three (3) Laborers at all times when labor work is being done. When laying pipe or tile, there shall be two (2) laborers laying same at all times when the inside diameter of the pipe or tile is six (6) inches or greater.
9. The Employer shall also furnish drinking water fresh daily or more often as required, in clean, suitable containers from a State approved water supply. The containers shall be cleaned with a proper cleaning agent at least twice a week or more often if found necessary. Clean ice shall also be furnished by the Employer for the drinking water when requested by the majority of the employees on the project. The drinking water shall be on the job in readily accessible places within one (1) hour after starting time. Sanitary paper cups shall be placed with each water container.
10. It is also understood and agreed that it is the jurisdictional work of the laborer to load and unload,

distribute, fill, clean and maintain all water containers on the job site.

11. It is agreed the covering of concrete by any method shall be the work of the laborer.
12. Any employee injured on a job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job, he shall be paid full time for the time lost.
13. The hand loading and unloading, set up, tear down, and servicing of all water and trash pumps of any kind up to 4 ½" (a single pump or combination of pumps with total discharge up to 4 ½") is the work of the laborers.
14. The hand loading, unloading, and distribution of all fencing material, plus all hand digging, tending the auger, layout and pouring of concrete shall be the work of the laborers in conjunction with the local area practice.
15. All work performed on temporary fence in conjunction with the local area practice.
16. The hand loading, unloading and distribution of guardrail material in conjunction with the local area practice.
17. The demolition of all types of guardrail in conjunction with the local area practice.
18. The setting or laying of all types of gravity flow line pipe provided this work is not performed in violation of any law or licensing requirements.
19. The laying of all types of water main including all mechanical joints and hydrants provided this work is not performed in violation of any law or licensing requirements.
20. The operation of remote control or manual vibratory soil compactors.

#### **ARTICLE 18 SCAFFOLD AND HIGH CONSTRUCTION**

A premium of twenty-five cents (\$.25) per hour shall be paid on all classifications of work being performed in either of these instances. From 40 feet to 100 feet above ground level or lowest floor elevation, or in any instance where a free fall of 40 feet or more is possible. All work performed over 100 feet as stated above shall be paid at thirty-five cents (\$.35) per hour premium.

When working over an open excavation or other opening where the ground, floor, or bottom level is lower than existing ground level, then the lowest elevation in the area where the work is being performed shall be the basis from which high pay shall be determined.

When any employee performs work in either of these instances and works under a half (½) day, he shall be paid the premium called for above for a half (½) day. When any employee performs work in either of these instances and works over a half (½) day, he shall be paid the premium called for, for the entire day. Any employee who works part-time on either of these instances shall be paid the higher premium for the entire

day.

**ARTICLE 19  
STEWARD CLAUSE**

**Section 1.** The Business Manager may appoint a Steward on all projects or portions of projects, whose duty it will be to see that this contract is strictly adhered to and that all work coming under the jurisdiction of the Union is performed by Employees covered by this Agreement. The Steward does not have the authority to make decisions of Laborers' Local 231.

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

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

**ARTICLE 20  
DISCHARGE FOR CAUSE**

The Employer may hire, discharge, or lay off employees for just cause and no employee will be discharged or discriminated against because of Union activities, following instructions of the Union or acting in the capacity of the steward.

**ARTICLE 21  
BUSINESS MANAGER**

It is agreed that the Business Manager or his designated representative of the Local will have the unrestricted right to visit all jobs where his men are employed.

**ARTICLE 22  
SUBCONTRACTORS**

(A) Whenever work covered by the terms of this agreement, to be done or performed at the site of construction, is sublet or subcontracted to another employer, such work as is within the work classification of this agreement, shall be performed by said subcontractor under the terms and provisions of this agreement. The employer shall assume all responsibility for the subcontractor.

(B) It is understood that this agreement shall be and become a part of the specifications on any work which a contractor shall sublet in any manner to another contractor.

Contractors and their subcontractors party hereto shall be jointly and severally liable for violations of this Article, by such subcontractors, including lower-tiered subcontractors, as well as for their subcontractor who are not party hereto. The violator shall be primarily liable.



**ARTICLE 23  
BONDING REQUIREMENT**

Each and every employer covered by this Agreement may be required, at the discretion of the Business Manager of Laborers' Local #231, to furnish a bond in the amount listed below naming the Trustees of Laborers' Local #231 Health & Welfare Fund, the Trustees of Laborers' Local #231 Pension Fund and the trustees of Laborers' Local #231 Annuity Fund. The bond shall insure payment of wages called for by the contract and all contributions to the Health & Welfare, Pension, Annuity or other funds established under the contract.

Number of Employees	Amount of Bond
1 to 5	\$20,000.00
6 to 10	\$30,000.00
11 to 15	\$40,000.00
Over 15	\$50,000.00

This clause shall not apply to any individual employer who has performed work under the terms of this Agreement for twenty-four (24) consecutive months (two years) and who has remitted all fringe benefits and paid all wages required by this Agreement without default and without any bank or financial institution dishonoring any check or draft presented as payment by such employer. In the event that an employer has failed to pay the wages or fringe benefits as required by this Agreement, the Union may engage in a strike or other concerted refusal to perform services for said employer until all delinquencies have been paid, notwithstanding any other provision of this Agreement. Factors which will be considered in the Local Union's Business Manager's determination whether a bond should be required are, but not necessarily limited to, the past delinquent contributions proffered by the subject employer, the length of time the employer has performed work in the territorial jurisdiction of Laborers' Local #231, and the nature and extent of work proposed. However, the decision to impose the requirement of the filing of a bond shall be solely that of the Business Manager of Laborers' Local #231.

**ARTICLE 24  
EQUIPMENT**

It is understood and agreed that the Employer will furnish rubber boots when men are working in water, concrete, or mud. Also adequate rain gear when men are working in rain or where water drops on them. It is further agreed that the Employer shall furnish a suitable building, properly heated in cold weather, for employees to change their clothes and eat lunch, a place that is not used for any other purposes.

It is also agreed the Employer shall furnish, at no cost to the laborer, all tools and equipment needed by the laborers in the performance of their work including all required safety gear and equipment, excluding safety shoes, and prescription glasses.

**ARTICLE 25  
SAFETY**

In accordance with the requirements of the Occupational Safety and Health Act of 1970 and any amendments thereto and applicable State and Local laws and regulations, it shall be the exclusive

responsibility of the Employer to insure the safety and health of its employees and compliance by them with any safety rules contained herein or established by the Employer. Failure of compliance by employee shall be cause for dismissal. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

The Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise.

#### HARD HAT CLAUSE

The employer shall furnish each employee with a hard hat either new or in condition to meet all State and Federal standards with a new head liner. Any employee that does not return his hard hat to the Employer upon termination of employment or requires an additional hard hat due to loss, etc., shall either pay the Employer or have deducted from his final paycheck an amount of not more than fourteen dollars and fifty cents (\$14.50).

#### **ARTICLE 26 PAY DAY**

It is agreed that the laborers will be paid before quitting time on the regular pay day, unless otherwise mutually agreed to by Business Manager and Employer; and the Employer will not hold back more than five (5) days from time to make up payrolls.

Should the employees not be paid by quitting time on the regular pay day, they shall be paid two (2) hours overtime at the total package rate for each twenty-four (24) hour period, or portion thereof, following the regular pay day quitting time until paid.

In case of bad weather, the pay checks shall be ready by 8:00 a.m. on the regular pay day. Should the men have to wait for their pay past 8:00 a.m. on the regular pay day, when no work is to be performed, they shall be paid a minimum of one (1) hour or until such time as they receive their pay, whichever is longer. They shall be paid at their regular rate of pay.

The Employer may pay in cash or by check. In the event cash is paid, the employee shall be given a statement of earnings and deductions containing the Employer's name and address, date, the name of the person making the payment, and the name of the person being paid. When checks are used, the check stub shall have the employee's name and also the Employer's name, address, date, and all earnings and deductions made for the pay period that is covered by that check.

The Employer shall have the right to make such deductions from the employee's salary as required by State and Federal laws for Social Security and Income Taxes and Dues Check-Off.

The Employer shall comply with all Federal and State laws governing the employment of men and liability to the general public, including Workmen Compensation, Old Age Benefits, and agrees to carry Unemployment Compensation on all laborers. The accuracy of time cards or any record for the purpose of payroll shall be completely a company responsibility and any discrepancy thereon either in scales of pay, or hours worked, including overtime rates and hours, resulting in pay shortage or a benefit payment shortage

shall make the Employer the sole fault. Any employee required or requested by the company to violate this or any other provision in this Agreement shall be required by Union by-laws to report such intended violation to the Union.

All pay or paychecks, whether regular pay, layoff pay or any other shall be disbursed at the job site at the proper time unless the employee agrees otherwise; unless otherwise mutually agreed to by the Business Manager.

#### **ARTICLE 27 DISCHARGE OR LAYOFF PAY**

Unless different arrangements have been made with the Business Manager of the Union, an employee who is laid off or discharged shall be paid in full at once. However, an Employer who has maintained a business office within the jurisdiction covered by this Agreement for at least two (2) years shall have the option of mailing the employee's pay check to the home address provided by the employee within twenty-four (24) hours, excluding Sundays and holidays. In the event an employee is not paid within the time specified herein, the Employer shall make payment of base wage only at the appropriate straight time rate as a penalty for waiting time. The penalty shall not exceed eight (8) hours in any twenty-four (24) hour period, and shall be paid for each day the payment is late.

#### **ARTICLE 28 JURISDICTIONAL DISPUTES**

In the event a Jurisdictional Dispute exists, the following procedure shall be followed to resolve the dispute:

1. Agreement by crafts.
2. Job assignments according to area practice in the locality.
3. Employer preference.
4. The Employer agrees to meet with the disputing Union representatives within forty-eight (48) hours and attempt to resolve the dispute. If no agreement is reached by the Local Union Business Manager, the District Council shall be notified and the dispute shall again be attempted to be settled at that level. If an agreement is not reached at that level, the International Union shall be notified requesting representatives for a settlement attempt. Resolvment of disputes shall be in accordance with decisions or agreements of record or practice in the locality.

Employer shall make the work assignment. Decisions for every job site jurisdictional dispute when agreed upon, will be recorded in writing signed by the Employer and retained by the parties concerned. Under this procedure there will be no strikes or lockouts over jurisdictional disputes. Assignments of work shall only be made by the Employer and not by any of his foreman(s) or superintendent(s).

**ARTICLE 29  
DISPUTE PROCEDURE**

Any dispute (other than jurisdictional) which may arise between the parties hereto, or any particular Employer or Local Union covered by this Agreement, which cannot promptly and satisfactorily be resolved by agreement, shall be resolved in the following manner.

1. A Committee consisting of six (6) members - three (3) appointed by the contractors and three (3) appointed by the Great Plains Laborers' District Council - shall meet and hear and consider the matter and, in good faith and to the best of their ability, attempt to reach a majority decision on the merits of the dispute, which decision shall be final and binding.

2. In the event that the Committee fails to reach a majority decision within a brief and reasonable period of time, the Contractors and Great Plains Laborers' District Council shall mutually select an impartial umpire, who shall conduct a hearing and shall issue an award, which shall be dispositive of the dispute and shall be final and binding.

3. The fee and expenses of the impartial umpire shall be shared equally by the parties to the dispute.

Jurisdictional disputes shall be resolved exclusively in accordance with Section 10(k) of the National Labor Relations Act, as amended.

**ARTICLE 30  
ARBITRATION AND GRIEVANCE**

Any grievance or dispute arising between the parties to this agreement shall be promptly adjusted through the following steps of procedure:

- A. The aggrieved Employer or Employee shall first attempt settlement.
- B. Failing to settle the dispute, the grievance shall be heard by the Union Business Representatives and a top level Management Representative at a mutually agreeable date not more than three (3) working days after the failure to settle the dispute in Step A.
- C. Failure to settle the dispute, the grievance shall be heard by a joint meeting of the Joint Governing Board at a mutually agreeable date not more than five (5) working days following the meeting of the Union Business Representative with the Management Representative. A majority vote of the equally represented Joint Governing Board shall cause a settlement of the dispute which shall be binding upon all parties involved.

Failure to resolve dispute shall result in arbitration.

Any dispute may be submitted to arbitration by mutual consent or by exhausting the Settlement of Disputes procedure above. Within five (5) days following the decision to arbitrate, the dispute shall be submitted to a mutually agreed upon arbitrator, or if mutual agreement cannot be reached within seven (7) working days, an

arbitrator selected from the Illinois Department of Labor or Federal Mediation and Conciliation Service appointed panel of five (5) qualified arbitrators, submitted in answer to a joint petition of the parties involved.

The decision of the arbitrator shall not be contrary to, amend, add to, or eliminate any of the provisions of this agreement.

### **ARTICLE 31 SAVINGS CLAUSE**

It is the intent of both parties to this to comply fully with all State and Federal laws. If it is found by competent authority that any section of this Agreement is in conflict with any State or Federal law, then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the law. All other sections of this Agreement shall remain in full force and effect.

### **ARTICLE 32 GENDER AND NUMBER OF WORDS**

Wherein used in this agreement, unless the contract requires otherwise, words imparting the masculine gender include the feminine gender, words imparting the feminine gender include the masculine gender, words imparting the singular include the plural, and words imparting the plural include the singular.

### **ARTICLE 33 ALCOHOL AND NON-PRESCRIPTION DRUGS**

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

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

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

**Section 4.** All drug and/or alcohol testing shall follow the procedures outlined by the SAMHSA and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

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

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

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

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

**Section 9.** The Association, the Great Plains Laborers' District Council and LECET agree to work mutually with Construction Data Service, and other Associations in developing a similar type of Drug/Alcohol Screening Substance Abuse Policy and upon completion, by way of addendum, added to this Agreement in place of the alcohol/drug screening program enumerated above.

#### **ARTICLE 34 AMERICAN DISABILITIES ACT**

The Company and the Union will take the necessary steps to comply with the provisions of the Act even when it requires a modification of the provisions of this Agreement. However, unless specifically required by law or regulations, the Company will not adversely affect the rights of any employee.

#### **ARTICLE 35 MARKET PRESERVATION**

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

On jobs where non-signatory contractors are bidding, the terms and conditions of employment shall be as mutually agreed to by the Employer and the Union. Once concessions are granted by the Business Manager

with approval of the District Council Business Manager the following procedure shall be strictly adhered to:

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

**Step 2.** Once a Business Manager agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified.

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

**Step 3.** Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project.

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

DATED AT PEKIN, ILLINOIS, 5<sup>th</sup> of May, 2016.

FOR THE CONTRACTORS ASSOCIATION:

Michael Cullinan

FOR THE GREAT PLAINS LABORERS' DISTRICT COUNCIL:

Chris H. Slupsky 4-28-16

FOR LABORERS' LOCAL 231:

Robert K. Salvo 4-29-16

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**ADDENDUM**  
**HIGHWAY and HEAVY CONSTRUCTION WAGE AND FRINGE BENEFITS**  
**CONTRIBUTIONS and DEDUCTIONS**  
**EFFECTIVE: May 1, 2016**

LOCAL UNION NO.	231
Counties	Tazewell & Fulton
BASIC LABORER RATE	\$31.29
PENSION FUND	9.50
ANNUITY FUND	6.40
WELFARE FUND	8.75
TRAINING FUND	0.80
L.E.C.E.T.	0.15
MIDWEST FOUNDATION for FAIR CONTRACTING	0.10
HEALTH & SAFETY	0.04
<b>TOTAL PACKAGE</b>	<b>\$ 57.03</b>
WORKING DUES CHECK-OFF***	5.5%
WORKING DUES CHECK-OFF**	0.15
REAL ESTATE MAINTENANCE**	0.15
LABORERS' POLITICAL LEAGUE**	0.03
FEDERAL LPL**	0.05
MIDWEST REGION ORGANIZING FUND**	0.25
ILLINOIS LABORERS' LEGISLATIVE COMMITTEE**	0.10
LABORERS' LOCAL 231 RETIREE FUND**	0.05

\*\* Cents per hour worked deducted from the Basic Labor Rate.

\*\*\* Dues Check-Off calculated as a percentage of gross pay.

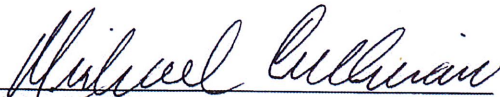


**RESIDENTIAL WAGE RATE:** \$25.04 per hour  
**LIGHT COMMERCIAL WAGE RATE:** \$25.04 per hour

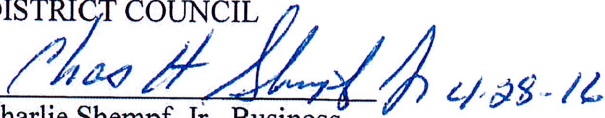
**Effective May 1, 2017 Wages and/or Fringe Benefits Increase: \$1.71**  
**Effective May 1, 2018 Wages and/or Fringe Benefits Increase: \$1.76**

IN WITNESS WHEREOF, the parties hereto execute this Addendum as of this 1<sup>st</sup> day of May 2016.

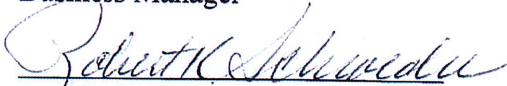
FOR THE CONTRACTORS ASSOCIATION

  
\_\_\_\_\_  
Michael Cullinan

GREAT PLAINS LABORERS'  
DISTRICT COUNCIL

  
\_\_\_\_\_  
Charlie Shempf, Jr., Business  
Manager

Laborers' Local Union #231  
Robert K. Schroeder,  
Business Manager

  
\_\_\_\_\_  
Robert K. Schroeder