

SEVEN COUNTIES

CONSTRUCTION AGREEMENT

between

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS

and

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 231**

and

GREAT PLAINS LABORERS' DISTRICT COUNCIL

COVERING

HIGHWAY, HEAVY and UTILITY CONSTRUCTION

in the

**ILLINOIS COUNTIES of ADAMS, BROWN, HANCOCK, MASON,
McDONOUGH, PIKE and SCHUYLER**

EFFECTIVE: May 1, 2016
EXPIRATION: April 30, 2019

INDEX

HIGHWAY/HEAVY and UTILITY CONSTRUCTION

AGREEMENT

in the Illinois counties of:

ADAMS, BROWN, HANCOCK, MASON, McDONOUGH, PIKE, & SCHUYLER

May 1, 2016 through April 30, 2019

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AGREEMENT

This Agreement, entered into by and between the Associated General Contractors of Illinois, herein called the "Association", and the Great Plains Laborers District Council and Laborers International Union of North America, Local No. 231, hereinafter called the "Union".

PURPOSE

In entering into this Agreement, it is the mutual desire and primary intent of the parties hereto to provide orderly collective bargaining relations and prompt and equitable disposition of grievances, to maintain fair wages, hours and other conditions of employment, to prevent strikes and lockouts, and to respect the legitimate rights and interests of management and labor, the construction industry and the general public.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply. Wherever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form and wherever any words are used in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

ARTICLE 1 RECOGNITION

The Union recognizes the Association as the agent for collective bargaining for all Employers performing work covered hereunder who have so authorized the Association.

The Association recognizes the Union as the exclusive agent for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all Laborer employees performing work which is within the jurisdiction of the Union and is covered by this Agreement, excluding the supervisory forces, clerical employees, technical employees, timekeepers, superintendents, master mechanics, or general foremen in charge of all classes of labor.

ARTICLE 2
SCOPE of AGREEMENT

Section 1. Geographic Scope. This Agreement's jurisdiction covers the area in the Illinois counties of Adams, Brown, Hancock, Mason, McDonough, Pike and Schuyler.

Section 2. Type of Construction Covered. This Agreement covers all highway, heavy and utility construction five (5) feet from the building as described below.

Construction of private and public improvements such as roads, subways, tunnels, sewers, lift stations, disposal plants, alleys, streets, bridges, culverts, grade separations, subdivisions, airports, canals, levees, pavement, water mains, purification plants, pipelines, distribution and service lines, locks, docks, dams, telephone ducts, golf courses, and demolition work incidental to heavy or highway contract.

ARTICLE 3
MANAGEMENT RIGHTS

The Employer retains the right to manage its operations and direct the work forces: to be the judge of the number of employees required on any work; to assign employees as in the Employer's judgment the operations may require.

The Employer may discharge or layoff employees as the employer sees fit, provided no employee is discharged or discriminated against because of the Union activities.

It is understood and agreed when working in the jurisdiction of Local No. 231 in the counties of Adams, Brown, Hancock, Mason, McDonough, Pike and Schuyler, signatory contractors shall have the right to direct Laborers to perform work as assigned. Laborers shall perform all work assigned to them by their employer.

ARTICLE 4
UNION SECURITY

All present employees who are or become members of the Union shall remain members as a condition of their employment. All present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment, after seven (7) days following the beginning of their employment or the effective date of this contract, whichever is the later, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union notifying the Employer of the failure of any employees covered by this contract to complete or maintain their membership because of non-payment of dues and fees, the Employer shall, within twenty-four (24) hours of such notice, discharge said employee; provided further that no Employer or the Union

shall discriminate against any employee to who membership was not available on the same terms and conditions generally applicable to other members of the Union, 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 5 REFERRAL PROCEDURE

Section 1. An 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 the opportunity to make referral of applicants for employment. When the Employer requires employees, the Employer shall notify the Union, and shall allow forty-eight (48) hours for referral of prospective employees. After the expiration of forty-eight (48) hours, if the requested referral is not met, the Employer may proceed to fill vacancies. The Union shall maintain a list of persons eligible for employment and shall not discriminate in making referrals against any individual because of his race, sex, color or creed or his membership or non-membership in the Union. The Employer, in requesting referrals, shall notify the Union of the nature of the work to be performed and the classification and qualifications of employees desired to enable the Union to make proper referral of applicants. The right to hire shall be vested in the Employer and shall be separate and distinct agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists, if such applicant is not available at the Union Office when referrals are made.

Notwithstanding any other provisions of this Article, the Employer may call directly any employee who had worked for the Employer at any time in the past 12 months prior to recall in the territorial jurisdiction of Local #231 , provided, however, that the Employer shall immediately notify the Union of the names of the men it calls directly.

Registration and referral of applicants shall be by groups as set out below.

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

Group A-1 - All apprentices will be on the A-1 list. Apprentice Applications will be taken at the Local Union Halls on the first Tuesday of each month from 10:00 a.m. to 12:00 p.m.

The term of apprenticeship shall be approximately three (3) years and 3000/6000 hours of on the job diversified work and training, excluding time spent in related instruction. When credit is granted, the remaining term of apprenticeship shall be

reduced. The term may also be reduced by the Committee for individual apprentice's demonstration of 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.

- | | | |
|-----|-------------|--|
| (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 maybe, from time to time, appointed to serve as Employer Trustees herein.

Group B - All journeymen 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 journeymen 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 journeymen not qualifying for Groups A, B, or C. In order for a journeyman to move from the "D" list to the "C" list the journeyman must have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for 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.

Group E - All applicants not qualifying for Groups A, B, C or D and who have submitted an application for apprenticeship. Group E applicants must complete construction related training and will have no rights under the recall section of this Article. All applicants in Group E will sign a statement agreeing to these terms.

All referrals, based on hours worked, within the A, B, C, D classification, shall move a maximum of one group per calendar year effective January 1 of the preceding year. The referral must continue to have worked the minimum hours in their classification, A, B, C or D, or he will be moved to the appropriate list January 1 of the preceding year. Hours worked will include training hours and injury hours as actual hours worked. Referrals who are off due to illness for a minimum of two (2) weeks with a doctor's statement will remain on the current out-of-work list.

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.

The Employer may request employees possessing special skills and abilities, in which case the Union shall refer the first applicant on the list who possesses such special skills and abilities. When a laborer cannot qualify for the specific work needed, he shall be paid for the time worked only. The Employer shall confirm such request in writing to the Union, within forty-eight (48) hours following an oral request. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within forty-eight (48) hours, the Employer may employ applicants directly, subject to the Union's Security Clause, in **Article 4**. 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, tortuous 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 contractor.

Referral of members in Local 231 's jurisdiction will be by telephone. All members will be required to have an active phone number (2 phone numbers maximum) 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. and 9:00 a.m. and 2:00 p.m. and 5:00 p.m. or as contractors request. Emergency referrals made outside the designated dispatch hours would also be made in order, however, applicants who are unavailable or refuse such referrals will not be penalized.

Upon registration, applicants will designate themselves as available for referral within certain regions. Once an applicant has thus classified him or herself, all penalties regarding refusals and unavailables, for any job in those regions, 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.

All members are required to sign the out of work list according to the county in which they seek employment. 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.

Indemnification: The Union shall and hereby does agree to defend, indemnify and hold harmless the Employer from any and all liability on account of the alleged unlawful or, discriminatory operation of the referral office and/or the alleged unlawful or discriminatory administration of the referral process as contained in this Article. The Union further shall defend, indemnify and hold harmless the Employer from any and all

claims and demands, suits, actions, administrative proceedings, recoveries, judgments, costs and expenses or other liabilities in any manner arising out of or in connection with any alleged unlawful or discriminatory referral office operation or administration as specified herein.

Section 2. It is understood and agreed that any employee covered by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location or on any project within the jurisdiction of the referring Local Union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in displacement of another employee.

Section 3. It is understood and agreed by and between the parties hereto that upon sixty (60) days written notice sent by registered mail, given by one of the parties to the other party prior to any yearly anniversary date of this Agreement for changes in the Referral Procedure as contained in this Article, the parties agree to meet, discuss and negotiate changes.

Section 4. The Referral Procedure listed above is applicable only in Local 231's jurisdiction in the seven (7) counties covered by this agreement.

Section 5. This shall in no way be construed to invalidate or modify in any manner any other part or section of this Agreement. It is further agreed that the liability of the employer who accepts, adopts or signs this Agreement, or a facsimile thereof, shall be several and not joint.

ARTICLE 6

WAGES, WORK DAY, WORK WEEK, OVERTIME, SHIFT WORK and HOLIDAYS

Section 1. Work Day / Work Week. The regular work week will start on Monday and conclude on Friday. The normal work hours are between 7:00 a.m. and 3:30 p.m. Start time for the work day may be changed by the Employer to begin anytime between 6:00 a.m. and 9:00 a.m. by mutual agreement of the Union and the Employer.

Section 2. Overtime. All time worked prior to an established starting time or after eight (8) hours in one day, Monday through Friday and all hours worked over forty (40) hours in one week shall be paid for at the overtime rate of time and one-half (1½). A full half-hour (½) lunch period shall be given near the midpoint of the shift. Any employee who is required to work more than five (5) hours without their lunch period, and who has not had their lunch, shall receive a half (½) hour pay at the appropriate overtime rate.

Section 3. Shift Work. The Employer may schedule second (2nd) and third (3rd) shifts when necessary from Sunday, midnight to Friday midnight. Employees working second (2nd) shift shall receive eight (8) hours pay for seven and one-half (7½) hours of actual work plus a twenty-five cents (\$.25) per hour premium. Employees working third (3rd)

shift shall receive eight (8) hours pay for seven (7) hours of actual work plus a fifty cents (\$.50) per hour premium. When working shifts, the Employer will notify the Union and such shift shall not be less than a minimum of three (3) days.

Special Shift. With prior notification by the Employer to the Business Manager, if a special shift is required by an owner and/or if the Employer needs to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$1.50 per hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth (4th) hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

Section 4. All work done on Sunday, and Holidays shall be paid for at the double time rate. Holidays recognized by the terms of this Agreement shall be:

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

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

Section 5. Private Commercial or Non-Prevailing Work up to \$250,000. Where not prohibited by law, all work performed under this classification shall be paid at 70% of the journey wage scale plus full contribution to the fringe benefit funds listed in Schedule A. Laborers will perform Laborers' work. **Article 8, Reporting and Show-up Time** and **Article 11, Foreman**, shall not apply to work performed under this classification.

ARTICLE 7 WAGE RATES, CONTRIBUTIONS and DEDUCTIONS

Section 1. Pension Fund. 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 including any amendments, hereto or hereafter duly adopted by the Trustees thereof. The Employer shall pay to the Pension Fund, for each straight time hour or portion thereof performed by an employee working in covered employment, the sum per hour as denoted in Schedule A.

Section 2. Welfare Fund. 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 Health & Welfare Fund including any amendments hereto or hereafter duly adopted by the Trustees thereof. The Employer shall pay to the Health & Welfare Fund, for each straight time hour or portion thereof performed by an employee working in covered employment, the sum per hour as denoted in Schedule A.

Section 3. Annuity Fund. 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, for each straight time hour or portion thereof performed by an employee working in covered employment, the sum per hour as denoted in Schedule A.

Section 4. Health & Safety. 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 recognize that they have a mutual concern regarding the health and safety of workers. These concerns are best addressed through a labor-management cooperative approach. To assure a safer and healthier situation for workers, the Employer and the Union agree to participate in the labor-management cooperation trust fund known as Laborers' Health and Safety Fund of America (LHSFNA). The Employer agrees to pay to the Laborers' Health and Safety Fund of North America contributions at the rate listed in Schedule A for each hour or portion of any hour worked for which each employee covered by this Agreement is entitled to receive pay.

Section 5. LECET. 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 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 denoted in Schedule A for each hour or portion of an hour worked for which each employee covered by this Agreement is entitled to receive pay.

Section 6. Training. The Employer shall contribute to and be bound by the Agreement and Declaration of Trust establishing the Illinois Laborers' and Contractors Joint Apprenticeship & Training Program as has heretofore been amended or may hereafter

be amended in the amount listed in Schedule A for each hour worked by employees of the Employer within covered employment.

Section 7. The Parties have mutually agreed that all contributions and deductions shall be paid for all hours worked at the straight time rate of pay in the counties covered by the Agreement and that all trust documents shall be amended to reflect this agreement. Payments of all fringe benefit monies shall be made by the Employer no later than the 15th day of the month following the month in which hours of covered employment were worked.

Section 8. 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 (and are listed in Schedule A), from the wages of such employee and forward such monies to Laborers' Local 231.

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

- A. Working Dues. The membership working dues of Laborers' Local 231 which shall be listed in Schedule A.
- B. Voluntary contribution to Laborers' Local 231 Laborers' Political League. The amount per hour for each hour worked under the geographical jurisdiction of Laborers' Local 231 Laborers' Political League is an entity separate and apart from Laborers' International Union of North America Local 231 and if the Employer fails to make the required deduction and remittance, the Employer shall be liable for all reasonable costs incurred by Laborers' Local 231 Laborers' Political League for collecting payment due thereon together with any reasonable attorneys fees and liquidated damages in an amount not less than 20% of the contribution due and any action to recover said amounts may be brought in the name of Laborers' Local 231 Laborers' Political League.
- C. Real Estate Maintenance Fund. The amount listed in Schedule A 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.
- D. Voluntary contribution to Laborers' Local #231 Laborers' Political League (Federal). The Employer agrees to deduct the amount listed in Schedule A 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.
- E. ILLC. The Employer agrees to pay to the Illinois Laborers' Legislative Committee contributions at the rate per hour listed in Schedule A for each hour or portion of an hour worked by an employee covered by this Agreement.

- F. Organizing Fund. 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 Schedule A for the Midwest Region Organizing Committee and forward all payments pursuant to this Article on the form provided by the Union.

- G. Laborers' Local 231 Retiree Council. The amount per hour listed in Schedule A for each hour worked under the geographical jurisdiction of Laborers' Local Union of North America Local 231 to be used as a permanent fund for the Laborers' Local 231 Retiree Council.

Section 9. 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.

Section 10. 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 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.

ARTICLE 8

INDUSTRY ADVANCEMENT FUND

1. The EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of three cents (\$0.03) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement.

2. The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an EMPLOYER to comply with this Article shall be deemed a direct violation of the Agreement.

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

4. Upon request, the EMPLOYER hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.

5. The EMPLOYER and the Union agree that any action, including the filing of a law suit, by the Association to enforce this Article is not subject to any of the grievance/arbitration provisions of this agreement. If the Association files a lawsuit against an EMPLOYER to collect delinquent contributions under this Article, the EMPLOYER agrees that the Association shall be entitled to recover interest of five percent (5%) per annum on the unpaid or late-paid contributions and to recover attorneys' fees and cost.

ARTICLE 9 **REPORTING and SHOW-UP TIME**

Section 1. An employee referred to an Employer under the provision of **Article 5, Section 1** of this Agreement shall receive no less than eight (8) hours pay on the first day of employment except in case of inclement weather or equipment breakdown.

Section 2. When employees employed on a job finish their day's work, and return to work on the following day, they shall be allowed two (2) hours show-up time, unless they have been notified the day before that there would be no work or notified at least one (1) hour before starting time that no work is available that day.

Section 3. The employee must stay on the job for the time paid for show-up time unless released by Supervisor.

Section 4. If the employee starts to work and works more than two (2) hours, and the job is shutdown for reasons other than inclement weather or equipment breakdown, the employee will receive not less than four (4) hours' pay. If the employee starts to work and works more than four (4) hours, and the job is shutdown for reasons other than inclement weather or equipment breakdown, the employee will receive pay for actual hours worked. The employee shall remain on the job unless released by the Employer's Supervision.

ARTICLE 10 **PAYMENT of WAGES**

The Contractor shall pay the employees once every week on the regular weekly payday established by the Contractor. The employee shall be paid immediately on payday or be paid the current wage rate for such time the employee is required to wait. The pay shall be in cash or payroll check and the Contractor shall not hold back more than five (5) days to make up the payrolls.

If an employee is discharged or laid off, the employee shall be paid immediately or paid the current wage rate for such time the employee required to wait for their pay, unless different arrangements have been made with the Business Manager of the Union. If a check is refused because of insufficient funds, then the employees will be paid in cash.

When payday falls on a holiday, the employees shall be paid on the day before such holiday, prior to quitting time.

If there is no work on payday, the paychecks shall be given to the employees by 12:00 noon.

By mutual agreement between the Business Manager and Employer, if an employee is discharged or permanently laid off and the Employer does not have facilities at the job site to prepare payroll checks, the Employer shall mail the employee's paycheck on the next business day to the address provided to the Employer. Checks must be mailed and postmarked within twenty-four (24) hours, excluding Holidays and weekends. ~~In the event an employee is not paid within the time specified herein, waiting time at the straight time rate shall be charged until payment is made. Waiting time shall not exceed eight (8) hours in any one twenty four (24) period.~~

ARTICLE 11 **PRE-JOB CONFERENCE**

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

Should any Employer refuse to participate in a Pre-Job Conference, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement, and the Union shall have the right to strike and picket. It is agreed that a Contractor working within the jurisdiction of Local Union party of this agreement, shall notify the Business Manager before starting to work.

ARTICLE 12 **KEY MAN**

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 13 FOREMAN

Laborer foremen shall be working foremen, who shall be a journeyman member of the Laborers' Local 231 and shall receive one dollar and fifty cents (\$1.50) per hour more than the highest paid laborer under their supervision. One (1) labor Foreman shall be designated for every six (6) laborers.

ARTICLE 14 SUBCONTRACTING

The Employer agrees to recognize the territorial and occupational jurisdiction of the Union to the extent that it shall not use on the job-site for the performance of any work within that jurisdiction, which has been historically and continuously performed by employees within the unit covered by this Agreement, any Employer, company or concern that does not observe the wages, fringe benefits, hours and economic conditions of employment as enjoyed by the employees covered by this Agreement.

ARTICLE 15 LABORERS' JURISDICTION

The Laborers' jurisdiction includes, but is not limited to the following:

Wrecking of any structure; mates and deckhands; concrete saw operators; concrete burners; asphalt saw operators; chain saw operators; form tampers; sandblasting; signal persons; watch persons; flare persons; gravel box persons; chip spreaders; tending all type heaters; and mechanical buggies, operating saws when used for clearing; setting, lining and leveling of all forms, wood or iron; the laying assembling of temporary water lines; unloading and installation of well points on a dewatering system and dismantling of same; transporting, set-up and dismantling of all pumps up to four and one-half (4½) inches in diameter, electric or gas power; tending to Carpenters; laying of steel mesh and setting of center steel and expansion joints; ~~blocking up and striking off of concrete and all mechanical strike-off~~; all work of drill running and blasting, including cement hoppers; skip persons; aggregate scales, signal persons and flaggers on all construction work defined herein; manning and servicing of all vibrators; laying, jointing and pointing of all sewer tile; handling, distributing, laying and making of all joints on water mains; handling and firing on tar kettles, applications of plastic sealants when applied by hand methods; wrecking, stripping, removing or dismantling of forms used for concrete construction; actual laying of telephone ducts, priming and wrapping of pipe and handling of skid's on pipelines; stringline persons and setting of

batterboards on sewers; handling, unloading and laying of plastic and relining of all pipes. All Laborers' work associated with geothermal work. The loading, unloading, erection and dismantling of all-temporary fencing.

The curing and covering of concrete by any mode or methods, excluding self-propelled machines; the unloading, handling, placing, tying and cutting of continuing reinforcing in concrete pavement; swampers on heavy equipment and the unloading and loading of service trucks.

The work of rod persons, stake drivers, chain persons and filling of test blocks if done by employees directly employed by the contractor signatory to this Agreement will be the work of the Laborers. This does not apply to employees of any outside firm, consulting engineer, surveyor, or governmental body doing work on the site such as surveyor layout crews, engineers, inspectors, or technicians unless such outside firm is signatory to this Agreement.

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back filling, landscaping old and new sites.

Wrecking. The wrecking or dismantling of building and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All cleanup, removal of debris, burning, back filling and landscaping of the site of wrecked structure.

The loading, unloading and placing of all cribbing and crane mats.

The second man on the back of the screed on an asphalt paver will be a Laborer.

All temporary pavement taping.

Blocking up and striking off of concrete and all mechanical strike-off.

Operation of remote control or manual vibratory soil compactors.

Grade checker (includes G.P.S. or other means) not attached to heavy equipment.

Asbestos abatement (\$1.00 per hour premium) and hazardous waste removal work.

There will be a minimum of one Laborer Carpenter Helper for each three (3) Carpenters.

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.

~~Temporary and permanent field fence.~~

~~Clear and grub, layout, dig holes, mix, place, puddle, smooth and float concrete footing for permanent chain-link fence.~~

~~Load, unload, stockpile, handle and distribution of chain-link fence.~~

The hand loading, unloading and distribution of all types of guardrail material in conjunction with the local area practice.

Metal Guardrail: Layout, clear and grub, mark, sight, plumb, dress and hand set all posts and restraint plates in concrete.

Demolition of all types of guardrail in conjunction with area practice.

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.

~~Load, unload, stockpile, handle and distribution on guardrail line all materials, tools and equipment~~

~~Cable guardrail on wood posts.~~

~~Treated wood post construction with plank, cable, metal plate or any other type beam, rail or fabric. Guide posts and guard posts (all types) permanent and/or temporary, including~~

The hand loading, unloading, distribution and setting of all right-of-way markers and section markers.

All jackhammer persons, gunnite nozzle persons, bricklayer tenders, air spades, asphalt rakers, blade grade operators, form setters, mechanical form tampers, powder persons, rubbing of concrete, cement handlers, dumping dry cement from dump and batch trucks, sewer tile and pipe layers, shoring and bracing in sewers and tunnels, puddlers, hopper persons, power tool operators, spotters on dump persons or on levees, fills, grades, priming and wrapping of gas lines, and handling of creosote lumber and the handling of lime.

ARTICLE 16

DISPUTE PROCEDURE

Any dispute, except jurisdictional , which may arise between the parties hereto, or any particular Employer or the Local Union Covered by this Agreement, which cannot promptly and satisfactorily be resolved by agreement, shall be resolved in the following

1. A Committee consisting of an equal number of members appointed by AGC of Illinois and 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. If a majority decision is reached on the issue then such 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 AGC of Illinois and the 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 parties to the dispute shall equally share the fee and expenses of the impartial umpire.

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

ARTICLE 17

GENERAL WORKING CONDITIONS

Section 1. On stationary jobs employing four (4) or more Laborers and lasting over one hundred and twenty (120) working days and commencing during the months of November, December, January or February, the Employer shall furnish a warm place to each lunch and to change clothes during that period.

Section 2. Ice water and paper cups will be on the job within one (1) hour from starting time.

Section 3. It is understood and agreed that it will not be a violation of the Agreement for members of the second part to refuse to work in water, sloppy concrete, mud or where water drips on them, unless proper rubber wearing apparel is provided by the contractor.

Section 4. 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 the employee returns to the job that day, the employee shall be paid full time for the time lost during regular hours. If the employee's occupational injury permits the employee to continue to work, but

requires the employee to have subsequent visits or necessary medical treatment during their scheduled work hours, the employee will be paid for the time lost from the employee's scheduled work in making such visits.

ARTICLE 18 **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 nonprescription 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 procedure or as required in documentation by Project Owners. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random and reasonable cause. Reasonable cause shall include for example, but is not limited to, visible impairment, possession, reports of on duty use, prior detection and rehabilitation, or involvement in an accident, injury or unsafe act 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; hereinafter, SAMHSA, formerly known as NIDA) approved.

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

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

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

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

Section 8. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug-screening test:

Analytes and Their Cutoffs

Effective Date: October 1, 2010

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

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/ml	THCA ¹	15 ng/ml
Cocaine metabolites	150 ng/ml	Benzoylcegonine	100 ng/ml
Opiate metabolites Codeine/Morphine ²	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 no/ml	Phencyclidine	25 no/ml
Amphetamines AMP/MAMP ⁴	500 ng/ml	Amphetamines Methamphetamine ⁵	250 ng/ml 250 ng/ml
MDMA 1:1	500 ng/ml	MOMA MDA ⁷ MDEA ⁸	250 ng/ml 250 ng/ml 250 na/ml

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

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

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

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

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

⁶ Methylenedioxymethamphetamine (MOMA).

⁷ Methylenedioxyamphetamine (MDA).

⁸ Methylenedioxyethylamphetamine (MDEA).

Alcohol test level at or above .04 shall be considered a positive test for safety-sensitive equipment.

Section 9. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this contract.

ARTICLE 19 **BUSINESS MANAGER AND STEWARD**

Section 1. Business Manager. It is agreed that the Business Manager or his designated representative will have the unrestricted right to visit all jobs where the Business Manager's members are employed, but will in no way interfere with the progress of the work.

Section 2. Steward. The Business Manager may appoint a steward on all projects or portions of projects whose duty it will be to see that this contract is adhered to and that all work coming under jurisdiction of the Union is performed by employees covered by this Agreement.

Section 3. The steward is to perform all duties assigned to him by the Business Manager. The steward is to work the same as any other employee on the job.

Section 4. It shall be the duty of the steward to report to the Union any accident to any of the employees which may occur on the job where employed. It shall be the duty of the steward to personally see that the injured employees are taken care of and their family notified without loss of time or pay to the steward so engaged.

Section 5. The steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 6. The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union. These duties will include the promotion of harmony, respect, and cooperation on the jobsite.

Section 7. The steward shall not be discharged because the steward is performing duties as a steward, nor shall the steward be discriminated against because of the steward's affiliation with the Union or because of activities on behalf of the Union.

Section 8. The steward shall work when there is any work to be performed by the Laborers. The steward shall be the last man on the job, if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved, and a mutual understanding arrived at. The steward shall be allowed whatever time is necessary to police the job when necessary.

Section 9. When an employer sees fit to discharge an employee or employees or have a reduction in the work force, the Employer is to notify the steward.

Section 10. When a job is temporarily shut down to weather, material shortages or similar cause and employees are laid off, the steward shall be the first employee recalled to work when the work resumes if qualified to do the work.

ARTICLE 20 **LIMITATION ON LIABILITY**

Section 1. It is understood and agreed that the Association is acting only as agent for those contractors who have authorized it to negotiate and execute this Agreement and in no event shall the Association be bound as principal or be held liable in any manner for any breach of this contract by any Employers. It is further agreed and understood that the liabilities of the Employers who are bound by this contract shall be several and not joint.

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

ARTICLE 21 **BONDING**

For cause, unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdictional area covered by this Agreement for at least one (1) full year immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement, a surety bond in an amount to be determined by the Business Manager to guarantee to its employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund and Welfare and Training Fund Payments.

In the event of failure, default or refusal of the Employers to meet their obligations to their employees or the Pension Fund, Welfare Fund and Training Fund when due, the Union aggrieved employees or the Trustees of the Pension Fund, Welfare Fund and Training Fund, after written notice to the Employer and Bonding Company, may file claim to obtain payment, costs and reasonable attorneys' fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in the excess of the amount of the surety bond may; at the option of the Union, be declared by the Union a gross breach of this Agreement in consequent of which the Union shall have the right to resort to economic and other sanctions against

the said Employer; bond to remain in full force and effect for a period of ninety (90) days after job completion.

ARTICLE 22
SAVINGS and SEPARABILITY

It is the intent of both parties to this Agreement 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 laws, then such section shall be void and both parties agree to immediately meet and re-negotiate such sections to conform to the law. All other Sections and Articles of this Agreement shall remain in full force and effect.

ARTICLE 23
COMPLETENESS of AGREEMENT

The parties agree that the total results of their bargaining are embodied in the Agreement and neither party is required to render any performance not set forth in the wording of this Agreement. This Agreement may be amended only by written agreement signed by both parties. Except as otherwise specifically provided herein, all the rights of the Contractors, the employees and the Union are retained.

ARTICLE 24
NO STRIKE/NO LOCKOUT

The Union agrees there will be no strikes or work stoppages or slowdowns of any kind for any reason for the duration of this Agreement. The Employer agrees there will be no lockouts of any kind for any reasons for the duration of this Agreement.

ARTICLE 25
SAFETY

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

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

Section 3. It is because of these mutual benefits that the employees, union officials and management pledge to do all that is possible to maintain a safe, hazard-free working

environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedures and the commitment and cooperation of the parties to this Agreement.

Section 4.

- (A) The Laborers shall use its training facility to insure that all Laborers shall be required to successfully complete the 10-Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course. Thereafter, each Laborer shall be required to successfully complete the 10-Hour OSHA Construction Safety and Health Course every two (2) years to maintain their safety awareness and competence. Employers may request referral of Laborers who have completed the 10-Hour OSHA Course and refuse Laborers who have not completed the course without penalty.

- (B) Furthermore, to increase the safety awareness on all job sites, all Laborers shall be required to successfully complete the four (4) hours Laborers' Flagger Certification Program and thereafter maintain their certification by repeating the Flagger Certification every three (3) years. After May 1, 2006, Employers may refuse Laborers who have not obtained the certification.

Section 5. Personal Cell Phones and Other Communication Devices: Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

Section 6. All Laborers shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection. The Employer and all Employees agree to abide by all Federal, State, Local and Company safety' policies.

Section 7. Failure on the part of an employee to comply with safety rules established by the Employer may be grounds for dismissal.

