

**GREAT PLAINS  
LABORERS' DISTRICT COUNCIL**

**ARTICLES OF AGREEMENT**

Covering

**BUILDING CONSTRUCTION WITHIN THE  
JURISDICTION OF**

**CENTRAL ILLINOIS BUILDERS OF A.G.C.**

and

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL UNION #362, #538 & #996**

**Effective: May 1, 2014**

**Expires: April 30, 2017**

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GREAT PLAINS LABORERS' DISTRICT COUNCIL  
ARTICLES OF AGREEMENT

Covering

BUILDING CONSTRUCTION WITHIN THE  
JURISDICTION OF ALL ASSOCIATIONS  
LISTED IN ARTICLE I BELOW

**ARTICLE I**  
**PARTIES AND SCOPE**

Section 1. This Agreement made and entered into between the Central Illinois Builders of A.G.C., party of the first part, for their members and those firms for whom they have bargaining rights, and the Laborers' International Union of North America, Local Union 362 Bloomington, Local Union 538 Galesburg, Local Union 996 Roanoke, party of the second part, hereinafter called the Union.

Section 2. It is understood and agreed that this Agreement shall be in effect on building construction work, either Federal, State, County, Township, City or private work within the boundaries of the above-mentioned Local Unions. Building Construction will include work inside the building and up to five (5) feet outside the foundation wall.

Section 3. The conditions of employment set forth shall prevail from May 1, 2014 through April 30, 2017, and shall continue in effect from year to year thereafter unless either party to this Agreement gives sixty (60) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon the expiration of same.

The Union shall sixty (60) days prior to any effective wage increase serve written notice to the Employer and the Employer agrees to make payments into the Benefits per Article X of this Agreement as directed by the Union. Such increase in payments shall be deducted from the hourly rate listed in the Addendum.

Section 4. This Agreement shall supersede all agreements now in force, covering working conditions, with proper addendum covering wages, within the jurisdiction of the Local Unions signatory to this Agreement.

Section 5. The term "Laborer," as used in articles covering working conditions shall apply to any employee covered by these Articles of Agreement including Mason Tenders and Plasterer Tenders and charter grants by the AFL-CIO.

Section 6. The Union agrees to promptly send Central Illinois Builders of AGC a copy of the Prevailing Wage Certification Form which is submitted to the Illinois Department of Labor and U.S. Department of Labor after each negotiated wage change and/or adjustments to wages due to necessary Health & Welfare or other fringe benefit increases.

Section 7. Wherein used in this Agreement, unless the contract requires otherwise, words imparting the masculine gender include the feminine gender, words imparting the singular include the plural and words imparting the plural include the singular.

## **ARTICLE II 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, on the eighth (8<sup>th</sup>) day following the beginning of their employment or the effective date of this agreement, whichever is the later, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this agreement to complete or maintain his membership because of non-payment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. It is agreed by both parties that employees who do not belong to the Union may voluntarily join the Union any time within the eight (8) day period. Provided further, that no Employer or the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the initiation fees and the periodic dues uniformly required as a condition of acquiring and maintaining membership.

## **ARTICLE III THE PURPOSE**

Section 1. The purpose of this Agreement is to set forth the Agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish effective and impartial procedure for the peaceful settlement of disputes for all building construction work

This Agreement is an effort by the parties to implement those improvements which will encourage Buyers of construction services to utilize the Employers and Employee Unions signatory to this Agreement.

## **ARTICLE IV UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and other working conditions for all Laborers and (Laborer) Watchmen in its employ in the construction and maintenance industries.

Section 2. The Union having demonstrated its majority support to the Employer, the Employer hereby recognizes the Union as the exclusive Collective Bargaining Representative for all Employees in the bargaining unit for all purposes.

## **ARTICLE V REFERRAL CLAUSE AND CODE OF PERFORMANCE**

Section 1. The Employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Offices as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, national origin religious affiliations, Vietnam Era Veterans, Disabled Veterans, individuals with disabilities, or any other characteristic protected by law.

When an Employer calls the Referral Office for journeyman laborers and/or apprentices they shall be dispatched in a non-discriminatory manner as follows:

Registration and referral of applicants shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Referral Office shall maintain the following lists on which journeyman laborers and apprentices in the construction and maintenance industry may register for referral at any time during the hours which the Referral Office is open for registration of applicants.

The parties to this agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions of this agreement relating to referral procedure and Union security.

The Employer shall recognize the Union's Referral Office in the geographical area covered by this Agreement as follows:

Apprentices shall be referred under a separate out-of-work list.

(A) Group A - All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for one thousand (1,000) hours as a construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

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

The term of apprenticeship shall be approximately four (4) years and 3200/8000 hours of on the job diversified work and training, excluding time spent in related instruction unless credit is granted by the Joint Apprenticeship Training Committee.

When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee for individual apprentices demonstrating exceptional skill and technical knowledge competencies in any module or major component of the work process.

(a) First year	75% of the journeyworker rate and full fringe benefits
Second year	85% of the journeyworker rate and full fringe benefits
Third year	90% of the journeyworker rate and full fringe benefits
Fourth year	95% of the journeyworker rate and full fringe benefits

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 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.

(B) Group B - Local 362: All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for one thousand (1,000) hours as a journeyman construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

Group B - Locals 538 and 996: All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for five hundred (500) hours as a journeyman construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

(C) Group C - Local 362: All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for one thousand (1,000) hours as a journeyman construction laborer during the past one (1) year in the geographical area embraced by the Referral Office where the work is to be performed.

Group C - Locals 538 and 996: All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for two hundred fifty (250) hours as a journeyman construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

(D) 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 one thousand hours (1,000) as a journeyman construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed. Applicants must provide documented proof of hours worked.

(E) 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.

The foregoing lists shall be maintained on the basis of the written Agreement of the person seeking active employment and such other information available to the Referral Office. All Local Unions will require employees to fill out the same referral application.

Section 2. All journeymen registering for active employment shall set forth their name, address, telephone number and state any skills the applicant possesses and the jobs the applicant is able to perform including any relevant licenses or certifications. Blank applicant referral forms will be available at the Union's referral office. The Local Union will complete an out-of-work list consisting of the journeymen and apprentices who have registered their availability for referral.

Referrals may register, when laid off, by phone within their monthly registration period, provided the referral submits to the hiring hall written confirmation of his phone-in registration within forty-eight (48) hours.

Registration of such referrals shall be done by groups as set out above. Each applicant shall be registered in the highest group for which he qualifies and registrant in Group A shall be first referred, then Group B, then Group C then Group D and then Group E in that order. Group A-1, Apprentices, shall be referred on a separate list. Referral Office shall give proper consideration to a signatory contractor's request for persons with specialized training skills.

The name of the 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 five (5) days' pay at straight time if employed.

Section 2a. For Local #538 and Local #996 (Livingston, Marshall and Stark Counties). Laborers will be called at the most recent phone number on file at the Referral Office between the hours of 5:30 a.m. and 8:00 a.m. and 3:00 p.m. and 4:30 p.m. If a contractor needs someone immediately and the Referral Office calls the list outside the times listed the above and the registrant refuses, the refusal will not count. All referrals shall be available by telephone between the hours of 6:30 a.m. and 8:30 a.m. and 2:30 p.m. and 4:30 p.m., Monday through Friday.

Section 2b. If a registrant, referred for employment in regular order, refuses or is unavailable for three (3) consecutive referral, his name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists, if such applicant is not available when referrals are made.

Section 3. Recall: Groups A, B, C & D. Employers may request former employees for referral to a job or project, in writing if requested by the Business Manager, and the Union Referral Office shall refer said former employees to the job or project provided they are properly registered applicants on the A, B, C or D list in the Referral Office, are available for work at the time of the request; for Local Union #362, available for work at the hiring hall, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within twenty-four

(24) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such former employees.

To qualify under Sections 2a, 2b and 3 of the Agreement, former employees must have been referred by the Local Union where the work is being performed.

Section 4. The Employer retains the right to reject any job applicant referred for just cause. The Employer shall have the right to hire and discharge for just cause. The Union may within three (3) days after a referral has been rejected or discharged request the reasons for the rejection in writing. Hiring of employees shall be on a non-discriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 5. The Employer, in requesting referrals shall specify to the Union (a) the number of employees required, (b) the location of the project, (c) the nature and type of construction, demolition, etc. involved, (d) the work to be performed, and (e) length of project, (f) special skills and/or training, and (g) such other information as is deemed essential by the Employer in order to enable the Union Referral office to make proper referral of qualified applicants.

Section 6. When the Local Union's referral office determines that the referral who is first on the out-of-work list cannot be referred because of refusal, unavailability, or lack of required skills the Local Union's referral office shall then refer the next referral who is willing, available and has the required skills.

Section 7. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees the Union may contact other Laborers Locals to fulfill the Employers' request. Then if the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within twenty-four (24) hours after such request for referral is made by such employer (Saturdays, Sundays, and holidays excepted), the Employer may employ applicants directly. In such event the Employer shall notify the Union office of the names of the persons employed and the dates of the hirings; such notice shall be given within forty-eight (48) hours of the hiring.

Section 8. It is understood and agreed that any employee, except for key personnel, employed by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location on any project within the jurisdiction of the referring local union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in the displacement of another employee.

Section 9. There shall be no restriction on the movement of employees between jobs of the Employer within the jurisdiction of a local union, except as provided for in this Agreement.

Section 10. When a job falls within the jurisdiction of two or more local unions of the same craft union, the unions involved shall promptly determine a formula for jointly manning the job.

Section 11. The parties further recognize the provisions of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the National Labor Relations Act, Executive Order 11246 and any Affirmative Action programs of the parties.

Section 12. The Union shall not knowingly refer employees currently employed by a signatory Employer to other employment.

Section 13. 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, judgements, 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. This indemnification provision shall also apply to the operation and administration of Section 12 (the "Key Person" provision) above.

### **CODE OF PERFORMANCE**

To implement the LIUNA Code of performance adopted by LIUNA, the Employer agrees to designated discharges "for cause", when appropriate and to substantiate such cause if necessary in proceedings under the Code of Performance.

1. This clause is intended only to assist the Union in implementing its Code of performance, and a worker's only rights there under are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this agreement, including not creating any new or additional right to reinstatement with or back pay from the Employer.
- (a) Should any Laborer referred for employment be terminated for cause as defined under the Laborers' Code of Performance, his or her referral privileges shall be suspended automatically for one month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge). A termination 'for cause' under the Code is defined to include a termination for excessive absenteeism, excessive tardiness, insubordination, theft or lack of required skills. Lack of skills does not apply to apprentices.
- (b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of a designated panel or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council or where the Local Union is not affiliated with a District Council, appointed by the Business Manager of the Local Union, may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the

available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.

- (d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it
- (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue/s. The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

2. All the above mentioned LIUNA Local Unions of the Great Plains Laborers' District Council agrees to indemnify and save the Employer and the Central Illinois Builders AGC harmless against any and all claims, demands, actions, damages, orders and decrees for the payment of any monies, including penalties and back wages, that may arise out of or by reason of action taken by or the failure to act by any of the afore mentioned Local Unions of the Great Plains Laborers' District Council when obligated to do so in connection with the provisions governing operations of the Union's Referral Office and Code of Performance.

## **ARTICLE VI KEY MAN CLAUSE**

Any employer working in the geographical area of one of the Local Unions signatory to this Agreement shall be entitled to one (1) Key Man, per project, under the following conditions:

(A) The intent of the parties is that there shall be one member of the local union employed when laborers work is to be performed.

(1-A) The Business Manager has the option to authorize a Key Man from other than a signatory Local Union.

(B) He must have worked for the Employer requesting the Key Man during the previous twelve (12) months.

(C) There shall only be one (1) Key Man on a project unless it is otherwise agreed to by the Local Business Manager.

(D) The Key Man shall have authority to work and supervise all labor work to be performed on the job. However, once the Labor Foreman Clause, Article XVII, becomes applicable, then the Key Man shall direct the work force (laborers) through the Labor Foreman on the project.

(E) The Key Man must be a member in good standing of one of the affiliated Local Unions signatory to this Agreement for a period of not less than one (1) year.

**ARTICLE VII  
WORKERS' COMPENSATION INSURANCE,  
U.C. TAX AND O.A.S.I.**

Section 1. The Contractor shall carry Workers' Compensation Insurance and shall pay Unemployment Compensation Tax and O.A.S.I. Tax on all Laborers in his employ. Copies of his Workers' Compensation Insurance policy, or verification thereof, shall be furnished to the Union on request.

Section 2. It is agreed that when an Employer requires the Laborer to perform work for him in an individual capacity when such work is not within the usual scope of his employment, thereby preventing recovery for injuries under the Workers' Compensation Act, no such request shall be made by the Employer to any Laborer unless proof is first shown to the Union that he is sufficiently covered by either Workers' Compensation liability or such other type of insurance that would protect said Laborer in case of injury. Failure to comply with the above requirement shall constitute a violation of this Agreement, and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected.

**ARTICLE VIII  
BONDING REQUIREMENTS**

Section 1. Unless waived by mutual agreement between the Employer and the Union, the Employer shall obtain and maintain during the term of this Agreement a surety bond in the amount of Fifty Thousand Dollars (\$50,000.00) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension, Annuity, Welfare Funds, Training Fund, Working Dues Check-Off, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Vacation Fund, Midwest Region Organizing Committee, Market Preservation, Laborers' Political League and Apprenticeship payments.

Section 2. If the Employer is unable to post a Surety Bond for any reason, he shall be required to post a like amount in City or State Municipal Bonds or in an escrow account maintained by the Benefit Funds' office. Once the Union becomes aware of a delinquent employer, the Union will notify the General Contractor.

If the Employer cannot obtain a Surety Bond or is unable to post an escrow account in any manner, the Employer must pay contributions to the Funds weekly by certified check. If after agreeing to pay weekly, the Employer is delinquent one (1) day after said payment is due, the Union will remove the men under its jurisdiction from the job until payment is made. The men removed from the job shall be entitled to receive the amount of compensation lost by them not to exceed three (3) days pay at the straight time rate.

Section 3. In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Annuity Fund, Welfare Fund, Training Fund, Working Dues Check-Off, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Vacation Fund, Midwest Region Organizing Committee, Market Preservation Laborers' Political League and Apprenticeship when due, the Union aggrieved employees or the Trustees of the Pension Fund,

Annuity Fund, Welfare Fund, Training Fund, Working Dues Check-Off, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Vacation Fund, Midwest Region Organizing Committee, Market Preservation, Laborers' Political League and Apprenticeship after written notice to the Employer and Bonding Company, file claim to obtain payment, costs and reasonable attorneys' fees therefrom of the applicable surety bond. Once the Union becomes aware of a subcontractor delinquency, the Union will immediately advise the general contractor.

Section 4. Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. The Union shall give the Owner or Owner's Representative forty-eight (48) hours notice prior to any picketing over compliance with this Article. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

#### **ARTICLE IX LIABILITY CLAUSE**

It is understood and agreed that the Negotiating Agent (Associations) shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint.

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

#### **ARTICLE X PENSION, ANNUITY, WELFARE, TRAINING, INDUSTRY ADVANCEMENT FOUNDATION, CHECK-OFF, LABORERS'- EMPLOYERS COOPERATION AND EDUCATION TRUST, MIDWEST FOUNDATION FOR FAIR CONTRACTING, VACATION FUND, MIDWEST REGION ORGANIZING COMMITTEE, MARKET PRESERVATION, LABORERS' POLITICAL LEAGUE AND APPRENTICESHIP**

Section 1. Pension & Annuity Funds. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Central Laborers' Pension Fund, and Central Laborers' Annuity Fund including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreements. The Employer shall pay to the Central Laborers' Pension and Annuity Funds the sum per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction as outlined in the Addendum.

Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.

The payments to the Pension and Annuity Fund required above shall be made payable to the Central Laborers' Pension Fund which was established under an Agreement and Declaration of Trust, dated January 1, 1965. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust as heretofore and hereafter amended, as though he had actually signed the same.

The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust as heretofore and hereafter amended.

All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

If an Employer fails to make contributions to the Pension Fund and Annuity Fund within fifteen (15) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding and the Employer shall be liable for all costs for collection of the payments due together with attorney's fees and such penalties as may be assessed by the Trustees.

The Pension Fund and Annuity Fund adopted by the Trustees of said Pension Fund and Annuity Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund and Annuity Fund as a deduction for income tax purposes.

Section 2. Welfare Fund. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the North Central Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the North Central Illinois Laborers' Health & Welfare Fund the listed cents per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement for work performed in the individual Local Union's Jurisdiction. See Addendum.

Section 3. Training Program. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program Fund the listed cents per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. See Addendum.

Section 4. Industry Advancement Foundation. It is mutually agreed that the Employers signatory to this Agreement hereby agree to contribute the amount shown in the Addendum for each hour or portion thereof worked by an employee under this Agreement. Contributions shall be sent to the offices of the North Central Illinois Laborers' Health & Welfare Fund, P.O. Box 9090, Peoria, Illinois 61612-9090, and said monies shall be disbursed into the Industry Advancement Fund Account of Central Illinois Builders of A.G.C.

Any Employer signatory to this Agreement who fails to make the IAF contribution shall be subject to a penalty of ten percent (10%) of the previous month's non-payment. Additional penalties of ten percent (10%) shall be due every thirty (30) days thereafter, until payment is made. A non-contributing contractor will also be subject to all reasonable legal collection fees relating to the non-payment of IAF contributions.

Section 5. Payments to the office of the aforesaid plans and funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

Section 6. Working Dues Check-Off. The Employer agrees that any Local Union having a work assessment check-off, a building fund check-off, Laborers'-Employers Cooperation and Education Trust check-off, or any other check-off as outlined in the Addendum, it will be recognized and become part of this Agreement. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall upon receipt of a proper assignment executed by an Employee deduct the authorized membership working dues from the wages of each Employee and forward such monies promptly for

Local Unions 362 and 996 directly to said Local Unions. For Local Union 538 send directly to the North Central Illinois Laborers' Health & Welfare Fund, P.O. Box 9090, Peoria, Illinois 61612-9090. Said monies should be in the Local Union or District Council Office the 15th day of the following month, covering the hours worked the previous month.

Section 7. Market Preservation Check-Off. Commencing with the effective date of this Agreement, the Employer shall deduct from the wages of each employee an amount equal to the Market Preservation Check-Off, and send to the North Central Illinois Laborers' Health & Welfare Fund, P.O. Box 9090, Peoria, Illinois 61612-9090, for Local Union 538 only, as set forth in the Addendum.

For Local 362, McLean County, the Employer shall deduct from the wages of each employee an amount equal to the Market Preservation Check-off and send to P.O. Box 3248, Bloomington, IL 61702, as set forth in the Addendum; together with a list of names and total hours worked of each employee from whom deductions were made.

For Local 996, the Employer shall deduct from the wages of each employee an amount equal to the Market Preservation Check-off and send to P.O. Box 410, Roanoke, IL 61561, as set forth in the Addendum; together with a list of names and total hours worked of each employee from whom deductions were made.

The payment and the payroll report shall be mailed to reach the office of the Council and/or Local Union not later than fifteen (15) calendar days following the end of each calendar month.

The Employer shall be furnished a written authorization from each Employee which shall not be irrevocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner.

Section 8. Laborers' Political League. The Employer shall deduct from the net wages of his employees covered by this Agreement, who have voluntarily authorized such contributions on the forms provided for that purpose by the Union the sum per hour for each hour worked or paid to the employee as stipulated in attached Addendum and to transmit those funds on the monthly contribution report form.

Section 9. Said failure to make the required dues and check-off 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 economic action, including refusal of employees to work and picketing, to obtain Employer compliance with this Agreement notwithstanding any other provisions of this Agreement.

Section 10. If an Employer fails to pay wages or into the above said funds, the arbitration procedure herein provided for shall become inoperative and the Union, after forty-eight (48) hours notice to the owner or owner's representative, shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

Section 11. Laborers'-Employers Cooperation and Education Trust. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers-Employers Cooperation and Education Trust, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

The Employer shall contribute to the Trust the sum listed in the Addendum for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

Section 12. Midwest Foundation for Fair Contracting. 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 Midwest Foundation for Fair Contracting, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

The Employer shall contribute to the Trust the sum listed in the Addendum for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

Section 13. Laborers' of Illinois Vacation Fund. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Laborers' of Illinois Vacation Fund, and all amendments thereto, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

The Employer shall deduct from the net wages of his employees covered by this Agreement, the sum per hour for each hour worked or paid to the employee as stipulated in attached Addendum and remit the same to the North Central Illinois Laborers' Health & Welfare Fund, P.O. Box 9090, Peoria, IL 61612-9090 in the manner as from time to time prescribed by the Trustees of said Fund.

Upon thirty (30) days written notice to the Employer the amount to be deducted from the wages of each employee and remitted to the Fund may be amended, altered or discontinued, and the Employer shall thereafter deduct such amount as directed in the written notice and remit the same to the Fund as prescribed by the Trustees of said Fund.

## **ARTICLE XI CHIMNEY, TUNNEL AND RAILROAD AGREEMENTS**

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Stack Agreement" covering the erection, alteration repair and demolition of reinforced concrete and masonry chimneys.

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the

"Railroad Construction Agreement" when the work awarded pertains to construction of railroad work.

All work coming under the Tunnel Agreement of the International Union will be done in accordance with the National Tunnel Agreement.

In the above instances, it shall be the duty of the contractor to notify the regional offices of the Laborers' International Union of North America, under whose jurisdiction the work is to be performed, when they are low bidder on a "Chimney Job" or a "Railroad Construction" job for the purpose of holding a pre-job conference covering that particular job. The Contractor involved shall notify Laborers' International Union of North America, Midwest Regional Office, 1 N. Old State Capitol Plaza, Suite 525 Springfield, IL 62701, (Phone: 217-522-3381).

## **ARTICLE XII INVALIDITY AND SEVERABILITY**

Should any part of or any provision herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation, or by any decree or order of a court or board of competent jurisdiction, such invalidation of such part or portion of Agreement shall not invalidate the remaining portion hereof; provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to renegotiate an article or provision which will meet the objections to this invalidity, and which will be in accord with the intent and purpose of the article or provision in question.

The remaining part or provisions shall remain in full force and effect.

In the event that Union and Management reach an impasse over renegotiating a section of this Agreement which has been viewed as illegal, the impasse is to be resolved in line with the formal grievance procedure adopted in Article XXVIII, Adjustment of Disputes.

## **ARTICLE XIII SUBCONTRACTING**

Section 1. No employer shall subcontract or assign any of the work described herein which is to be performed at the job site to any Contractor, Subcontractor or other person or party who fails to sign this Agreement with the conditions of employment contained herein including, without limitations, those relating to Union security, rates of pay and working conditions, hiring and other matters covered hereunder for the duration of this Agreement.

## **ARTICLE XIV PRE-JOB CONFERENCE**

The Employer agrees to notify the Local Unions, of newly acquired work covered by this Agreement, providing the names and addresses of contractor/known subcontractors, (all subcontractors, names and addresses etc., will be provided to the Local Union once that information is known) the scope of work to be performed and probable starting date. The Local Union, may or may not schedule a pre-job conference at the earliest mutually available date. A pre-job conference can also be done by telephone. In emergency situations, such as fire, blow-ups and the like, this requirement shall be waived.

The Employer shall notify the Business Manager before starting to work in advance of the start of the project.

## **ARTICLE XV UNION REPRESENTATIVE**

It is agreed that the Business Manager of the Local Union or his designated representative will have the unrestricted right to visit all jobs where his men are employed or may be employed subject to security regulations where in effect.

The Contractor shall have the right to assign his employees on the job to any particular work or classification of work and use his own judgement in this selection, providing the proper rate of pay is maintained.

A Local Union's designated representative will have proper credentials such as a letter signed by the Business Manager authorizing him to act on behalf of the Local Union, or a business card identifying the representative.

When possible the contractor will assist the union representative in securing access to the Job or Project, subject to the criteria established in Paragraph One of this Article.

## **ARTICLE XVI STEWARD CLAUSE**

Section 1. The Business Manager may appoint a steward on all projects or portions of projects and immediately notify the employers representative of his selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the union is performed by employees covered by this Agreement.

Section 2. The Steward is to perform all duties assigned to him by the Business Manager. The Steward is to work the same as any other employee on the job.

Section 3. It shall be the duty of the steward to report to the Union any accident to any of the men which may occur on the job where employed, and notify the family accordingly. Any employee injured on a job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work, but requires subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in making such visits.

Section 4. The Steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 5. The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union.

Section 6. The Steward shall not be discharged because he is performing his duties as a steward, nor shall the steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

Section 7. The Steward shall work when there is any work to be performed by the Laborers. He shall be the last man on the job if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved, and a mutual understanding arrived at. The Steward shall be allowed whatever time is necessary to police the job when necessary.

Section 8. When an Employer sees fit to discharge an employee or employees or have a reduction in the work force, he is to notify the steward before taking such action.

Section 9. When a job is temporarily shut down due to weather, material shortages or similar cause, and employees are laid off, the Steward shall be the first employee recalled to work when the work resumes, if qualified.

## **ARTICLE XVII FOREMAN CLAUSE**

Section 1. When there are five (5) Laborers employed on a project or job, one journeyman shall be a working Foreman. When there are ten (10) Laborers employed on a project or job, there shall be two (2) Laborers as Working Foremen. The Contractor may advance a Working Foreman to supervision if he so desires.

Section 2. If a job or a project employs twenty (20) or more Laborers, the following labor foreman clause will apply:

- (a) When there are five (5) Laborers employed on a project or job, one journeyman shall be a Working Foreman. When there are ten (10) Laborers or more employed on a project or job, one foreman shall confine his duties to supervision only. The Contractor may advance a Working Foreman to supervision if he so desires.

Section 3. At no time shall a Labor Foreman have more than nine (9) men under his supervision.

Section 4. Employers shall appoint such foremen if any shall be needed. All foremen shall be members of the Local Union where the work is to be performed. Said foreman shall be a member of such Local Union for a period of not less than one (1) year and shall be paid at least one dollar (\$1.00) per hour more than the rate of pay of the highest paid Laborer under his supervision.

Section 5. General Labor Foreman shall receive one dollar and fifty cents (\$1.50) per hour more than the highest paid man under his supervision.

## **ARTICLE XVIII WATCHMEN CLAUSE**

Watchmen shall receive straight time pay for all Saturdays, Sundays, and Holidays. Overtime at the rate of time and one-half shall be paid in excess of a forty (40) hour work week. If the watchmen are doing any work that comes under the classification other than watchmen in this Agreement, they shall be governed by the working rules and rates of this Agreement.

## ARTICLE XIX HOURS OF WORK AND HOLIDAYS

Section 1. The regular work week will start on Monday and conclude on Friday, eight (8) consecutive hours exclusive of one-half ( $\frac{1}{2}$ ) hour lunch period between the 4th and 5th hour after starting time, between 7:00 a.m. and 4:30 p.m. shall constitute a normal work day. Starting time for the work day may be changed within these hours by the employer to take advantage of daylight hours, weather conditions, shift or traffic conditions by mutual consent between the Employer and the Business Manager. Notice of such change will be given 48 hours in advance. All the employees of an employer on the job site shall have the same starting time except when other arrangements are mutually agreed to by the Employer and the Business Manager. Any hours and/or days worked other than spelled out in this Article may be agreed to by mutual consent by the Employer and the Business Manager of the affected Local Union.

Section 2. All work performed by any employee in excess of eight (8) hours in any one day, Monday through Friday and all work performed on Saturday shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ) times the hourly rate. Sundays and holidays shall be paid at the double time rate.

Section 3. Any overtime under thirty (30) minutes consists of thirty (30) minutes, over thirty (30) minutes shall be counted an hour.

Section 4. Employees must be allowed to eat lunch by the fifth (5<sup>th</sup>) hour, if employees do not eat lunch by the fifth (5<sup>th</sup>) hour they shall receive an additional thirty (30) minutes pay at the applicable overtime rate of pay. Employees who do not eat lunch will receive an additional thirty (30) minutes pay at the applicable overtime rate of pay.

Section 5. Subject to a mutual agreement between the Employer and the Business Manager of the affected Local Union the Employer shall have the option to utilize four (4) ten (10) hour days, Monday through Thursday. Ten (10) consecutive hours exclusive of a one-half ( $\frac{1}{2}$ ) hour lunch period during the fourth (4th) and sixth (6th) hours after the designated starting time shall constitute a regular work day. All time worked beyond ten (10) hours on a regular work day or beyond (40) hours in a regular work week shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times the hourly rate. All time worked on Sunday the seventh (7th) day under this provision shall be paid at the rate of double (2) times the hourly rate. In the event, one or more days are lost due to inclement weather during a regular work week then, Friday may be utilized as a make-up day at the straight time rate of pay.

Section 6. Legal Holidays shall be: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. No work shall be done on Labor Day, except as a condition of extreme emergency, and then only after consent is given by the Business Manager. Should any of the aforementioned holidays fall on Sunday, the following Monday will be considered a holiday.

Section 7. All holidays will be observed according to the National Law governing same.

With the provision and stipulation that it is the desire of the parties to have all crafts celebrate the same holidays on the same days. If this isn't possible, then Sections 5 and 6 shall continue to apply.

**ARTICLE XX**  
**SHOW-UP TIME & STARTING TIME**

Section 1. When an Employer orders a certain number of men and these men appear on the job or shift at the time as requested, then they must be put to work or paid two (2) hours show-up time.

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

Section 3. It is agreed, however, that the party of the first part will not be required to pay the show-up time as enumerated in Sections 1 and 2 on account of bad weather or for conditions beyond the control of the Contractor, if he maintains a job office with telephone, which is open one and one-half (1½) hour before starting time. If the office has no telephone, then the contractor must make arrangements to have a telephone that the employees can call one and one-half (1½) hour before starting time to find out if there is to be any work, or if he should report for work. The Contractor will accept collect calls when employees are inquiring if they should report for work.

Section 4. When an employee commences work as set forth in Sections 1 or 2, he must be given four (4) hours employment. All hours worked in excess of four (4) hours and less than six (6) hours shall be paid for six (6) hours. All hours worked in excess of six (6) hours and up to eight (8) hours shall be paid for eight (8) hours. The first day on the job shall be paid for eight (8) hours unless previously agreed to by the Union. The only exception to this Section shall be on account of inclement weather.

Section 5. It is agreed that when a man is called or a regular employee reports for work at the regular starting time and the company is unable to put him to work and the company desires that he remain on the site to be available, then the employee shall be paid according to Article XX, Sections 1 and 2. In no case shall an employee receive less than two (2) hours pay.

Section 6. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.

Section 7. On any election day workmen shall be given sufficient time off for the purpose of voting at their respective polling places.

**ARTICLE XXI**  
**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.

The evening shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the evening shift shall receive eight (8) hours pay at the regular hourly rate plus twenty-five (\$.25) cents for seven and one-half (7½) hours work.

The night shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the night shift shall receive eight (8) hours pay at the regular hourly rate plus fifty (\$.50) cents for seven 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.

On continuous pouring operations, the men will be given a twenty (20) minute lunch period on each shift, without loss of pay or time. The twenty minute lunch will be staggered through each shift for the employees on that specific shift.

In the event that men are changed from one shift to another, there shall be eight hours lapse between shifts, otherwise the overtime wage rate shall be applicable.

When work is started on a shift, the men on such shift shall be paid for that shift, whether or not discontinued.

There shall be no requirement for a day shift when either the second or third shift is worked.

If any of the trades that Laborers tend work a multi shift operation wherein shift starting times are different than those established in this Agreement, the Laborers agree to change their starting time as long as they are not required to work more than the designated Shift Clause hours.

If any of the trades that Laborers tend receive more than the twenty-five (\$.25) cent and fifty (\$.50) cent shift premium provided for in this Agreement, then the Employee's covered by this Agreement shall be paid the higher premium.

There shall be no pyramiding of rates and double the straight time rate shall be the maximum compensation for any hour 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, limited to seven (7) hours work, including lunch, and receive eight (8) hours pay for the seven (7) hours work. Thirty (30) minutes shall be allowed for lunch after the completion of four (4) hours work. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours.

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

## **ARTICLE XXII PAY DAY AND HOLD BACK**

The regular pay day shall be once a week on Friday, or on a day mutually agreed to by the Employer and the Union, except when pay day is a holiday, then the last work day before the holiday shall be pay day.

Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third day prior to pay day. Accompanying each payment of wages

shall be a separate statement identifying the employer (name, address and phone number), showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings. The statement shall also include, the date, employee's name, and the regular and overtime hours worked.

If no work on pay day, the pay checks shall be available at the job site not later than one hour from starting time at the customary place, unless other arrangements are made between the Union and the Employer.

When an employee is laid off or discharged, his pay continues until he is paid in full, in cash or other legal tender. When an employee quits of his own accord, he shall wait for the regular pay day for his wages.

If an employee is made to wait beyond that time for his money, he shall be paid the regular rate of wages for all the time he waits.

## **ARTICLE XXIII JURISDICTION OF WORK**

Section 1. It is agreed that the Laborers claim as their jurisdiction of work: Tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft.

Mortar mixers

Kettlemen and carrier of hot stuff

Tool crib men

Watchmen (Laborer)

Firemen or salamander tenders

Flagmen

Deck hands

Installation and maintenance of temporary gas-fired heating units

Gravel box men, Dumpmen and Spotters  
Fencing Laborers  
Cleaning lumber  
Pit men  
Material Checkers  
Dispatchers  
Unloading Explosives  
Asphalt Plant Laborers  
Writer of Scale Tickets  
Fireproofing Laborers  
Janitors  
Asbestos Abatement and Removal Laborers  
Handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin  
or clothing  
Laborers with dewatering systems  
Gunnite nozzle men  
Laborers tending masons with hot material or where foreign materials are used  
Laborers handling masterplate or similar materials  
Laser Beam Operator  
Concrete Burning Machine Operator  
Material Selector men working with firebrick or combustible material  
Dynamite Men  
Track Laborers  
Cement Handlers  
Chloride Handlers  
The Unloading and Laborers with steel workers and re-bars  
Concrete workers (wet)  
Luteman  
Asphalt raker  
Curb asphalt machine operator  
Ready mix scalemen, permanent, portable or temporary plant  
Coring machine operator  
Plaster tenders  
Underpinning and shoring of buildings  
Fire watch  
Signaling of all power equipment, to include trucks excavating equipment, etc.  
Tree topper or trimmer  
Tunnel Helpers in Free Air  
Batch Dumpers  
Kettle and Tar Men  
Tank Cleaners  
Plastic Installers  
Scaffold Workers  
Motorized Buggies or Motorized Unit used for wet concrete or handling of building materials  
Sewer Workers  
Rod and Chain Men  
Vibrator Operators  
Mortar Mixer Operator  
Cement Silica, Clay, Fly Ash, Lime and Plasters,  
Handlers (bulk or bag)

Cofferdam Workers  
On Concrete Paving, Placing, Cutting and Tying of Reinforcing  
Deck Hand, Dredge Hand and Shore Laborers  
Bankmen on Floating Plant  
Asphalt Workers with Machine & Layers  
Grade Checker  
Power Tools  
Caisson Workers  
Lead Man on Sewer Work  
Welders, Cutters, Burners and Torch Men  
Chain Saw Operators  
Paving Breaker, Jackhammer and Drill Operator  
Layout Man and/or Tile Layer  
Steel Form Setters -- Street and Highway  
Air Tamping Hammerman  
Signal Man on Crane  
Concrete Saw Operator  
Screen Man on Asphalt Pavers  
Front End Man on Chip Spreader  
Multiple Concrete Duct -- Lead Man  
Concrete Specialist (in the event the Finishers are unable to provide adequate manpower)

Pump men shall receive forty (\$.40) cents per hour above the minimum Plaster Tender rate.

During total wrecking and gutting of building(s) including remodeling work, employee(s) will be 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.

When loading and unloading of service trucks is required, truck driver helpers, (minimum of one (1) Laborer) would be assigned to service trucks for the purpose to load and unload materials for crafts Laborers tend.

Landscaping on all jobs. The loading, unloading, distribution, planting and placing of trees, shrubs, sod and seeding on work covered by this Agreement is the work of the Laborers.

Grade and surveyor helpers.

The handling, lighting and maintaining of all lights, flares and flashers.

It is recognized that the Union claims jurisdiction of initial cleaning of windows, doors, walls, floors, scrubbing and waxing of floors and covering and protection on new building construction shall be done by Laborers at the minimum rate that prevails in this Agreement.

The unloading, loading, handling of cement, lime and plaster.

Derrick men and the unloading and handling of stone and tile.

The handling, storing, conveying and use of plastic materials basic or molten shall be the work of the Laborers.

The handling, moving, signaling, hooking on and unhooking, flagging of all power machines which Laborers are using to perform their jurisdiction of work.

Section 2. On any job or project where Contractor is responsible for construction staking, Laborers will drive stakes.

Section 3. The curing and covering of concrete by any mode or method shall be done by Laborers excluding self-propelled machines (Laborers to fill machines, mix curing compounds and deliver curing compounds to machines).

The swamping on heavy equipment shall be the work of the Laborers.

Writing of scale tickets at gravel pits, asphalt plants and all temporary plants shall be the work of the Laborers.

Driving stakes and setting of all stringlines for all electronic devices for maintaining elevations on subgrade, subbase, concrete and asphalt pavements, which included C.M.I. Rex and Barber-Green pavers, formless curb machines, and the like, shall be the work of the Laborers, also checking the grades on said machines.

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

Laborers shall handle all material, including the building and moving of all scaffolds on commercial work, including such work for lathers and acoustical men.

The cleaning of doors, walls and windows and covering and protecting shall be done by Laborers.

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.

The Employer and the Union agree that the above mentioned jurisdiction of work are not intended to conflict with established practices, International Agreements or jurisdictional awards approved by the Building and Construction Trades Department.

Section 4. For the purpose of interpretation, employees covered by this Agreement shall be assigned all work as defined in:

- (a) The Constitution of the Laborers' International Union of North America;
- (b) Decisions of record approved by the Building and Construction Trades Department, AFL-CIO;
- (c) Trade Agreements involving the Laborers' International Union of North America and
- (d) In the event (a), (b) or (c) conflict with area practice then agreements on area practice in the geographical area covered by this Agreement or as established at the pre-job conference shall prevail.

The Employer will have three (3) days to make a job assignment and if the assignment violates area practice the Union may file a grievance.

## **ARTICLE XXIV JOB CLASSIFICATIONS AND PREMIUMS**

A. There is herein a single regular rate of pay covering all classifications of work except as provided in this Article.

B. Dynamite Men - Minimum four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate, and if he is required to work more than four (4) hours, he shall receive eight (8) hours at one dollar (\$1.00) per hour above the prevailing rate; if he shall have only four (4) hours to shoot dynamite; he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at the regular rate.

C. Asbestos Abatement Laborers - Laborers working on asbestos abatement work shall receive a minimum of four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate, and if he is required to work more than four (4) hours, he shall receive eight (8) hours at one dollar (\$1.00) per hour above the prevailing rate; and if he shall have only four (4) hours in this type of work, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at the regular rate.

D. On scaffolding or false work, whether attached or freestanding, staging, moveable deck and slip forms, buildings, towers, tanks or elevators and all height or new and old construction or wrecking, the hourly rate of pay shall be the regular rate of pay for the first twenty (20) feet and for each additional twenty (20) feet or any fraction thereof, rate shall increase fifteen cents (\$.15) per hour until the height of one hundred (100) feet has been reached. After the height of one hundred (100) feet has been reached, the rate shall increase twenty-five cents (\$.25) for each twenty (20) feet or any fraction thereof.

E. When employee works under one of the higher classifications in Article XXIV, Job Classifications and Premiums, for the first four hours, he shall be paid at the applicable rate until lunch hour. If employee works under one of the higher classifications in Article XXIV, Job Classifications and Premiums, after the first four hours he shall be paid at the applicable rate until quitting time.

All height referred herein are subject to free fall.

F. Hazardous Waste Worker - Laborers licensed in the handling and removal of hazardous waste shall receive a minimum of four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate, and if he is required to work more than four (4) hours, he shall receive eight (8) hours at one dollar (\$1.00) per hour above the prevailing rate; and if he shall have only four (4) hours in this type of work, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at the regular rate.

G. Lead Base Paint Worker - Laborers licensed in the handling and removal of lead base paint shall receive a minimum of four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate, and if he is required to work more than four (4) hours, he shall receive eight (8) hours at one dollar (\$1.00) per hour above the prevailing rate; and if he shall have only four (4) hours in this type of work, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at the regular rate.

**ARTICLE XXV  
WAGES AND EMPLOYEE SECURITY**

Section 1. Wages for the Local Unions signatory to this Agreement are as outlined in the Addendum.

Section 2. Employees shall have the right within the limits set by Section 8(b)(4) of the National Labor Relations Act as amended; and it shall not be a violation of this contract, nor cause for discharge or any other penalty, if an employee or employees (covered by this Agreement) refuse to go through a legal primary established Union picket line.

**ARTICLE XXVI  
WORKING RULES**

Section 1. Hod Carriers and Plasterer Tenders Clause - Whenever the plastering hose is not being used to apply plaster directly to the walls or ceiling, it shall be the work of the Laborers.

Section 2. Pump man and/or mixer man shall stay at the mixer or pump whenever plasterers are working.

Section 3. When two or more cement finishers are working, they shall have at least one (1) Laborer as a helper or as many more as the job may require, until all Laborers' work is completed. Laborers will not stay for the final troweling, unless Laborers work is contemplated.

Section 4. There will be a minimum of one (1) Laborer, or more if the job requires to tend sawman, carpenters, clean up, get new lumber, etc.

Section 5. There will be a minimum of one (1) Laborer, or more if the job requires, to tend sandblasting, tuck pointers, and masons washing down walls.

Section 6. If a paving breaker or jackhammer is used, two (2) men will be used to operate same, if hammer weight is fifty (50) pounds or more when used horizontally or eighty (80) pounds or more when used vertically. The second man will clean up when not operating hammer. The employees used for this work shall use safety glasses at all times, and if necessary, use respirators.

Section 7. It is agreed that when extra help is needed on the mixer and pump, it will be decided between the mixer man, steward and plastering superintendent.

Section 8. Employees shall have the right to refuse to work out of their own jurisdiction without cause for discharge.

Section 9. Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the workday.

Section 10. The Contractor shall furnish all tools (except the tools of the trade, pliers, tape measure, hammer, wrecking bar, crescent wrench and margin trowel), overshoes on concrete pours only, hip boots if job requires, rainpants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all other necessary protective garments and equipment. When such equipment

is issued, it shall be returned when the need for it is over. Tools will be replaced by the employer if stolen or broken.

Section 11. It is understood that the Employer shall furnish gloves to the mason tenders or any employee handling bricks, block or tile.

Section 12. Cement car men are to receive the same number of hours of employment per day as the other Laborers on the job.

Section 13. First aid kits shall be furnished and maintained on all jobs.

Section 14. If an employee wishes to take a vacation, he shall notify his Employer and the Local Union two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

Section 15. There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

Section 16. A warm clean shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

Section 17. All work of the Employer shall be performed under safety conditions which must conform to State and Federal regulations. It shall also be a requirement of the employee to conform to safety regulations and measures as provided. If the employee refused to comply with safety regulations after a warning in writing, he may be discharged.

Section 18. When Laborers are required to work in a ditch or trench excavation such safety measures as sloping, shoring, or bracing as are appropriate and reasonable under the circumstances shall be taken.

Section 19. No Laborer shall leave the tool shed before his designated starting time and shall have all tools put away by his designated quitting time unless instructed to work overtime. In the event that the employer has a time clock, brassing or sign in sheets the procedure will be handled on Company time.

Section 20. The Employer shall also furnish drinking water fresh daily or more often as required, in clean, suitable container from a state approved water supply. The containers shall be cleaned with a proper cleaning agent whenever necessary. Clean ice shall also be furnished by the Employer for the drinking water. The drinking water shall be on the job in readily accessible places by thirty (30) minutes after starting time, and ice shall be available no later than thirty (30) minutes after starting time. Sanitary paper cups shall be placed with each water container.

Section 21. When an employee works at the skilled rate before his lunch period he shall be paid at the applicable rate until the lunch hour. If an employee works after his lunch period he shall be paid at the applicable rate until quitting time.

Section 22. Laborers who are required to work after 6:30 p.m. or over ten (10) hours in one (1) day, on job sites covered by this Agreement shall be provided with a meal, without cost to employee, and allowed to eat same without loss of time. If employees are not provided with a meal as per this Section, they shall receive thirty (30) minutes at the straight time rate of pay, in lieu of meal not provided.

Section 23. Any work not covered by this Agreement or classification which comes under the jurisdiction of the Laborers shall be negotiated between the two (2) interested parties.

Section 24. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.

Section 25. On any project or job where a central reporting place is designated, the employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one-half (½) mile or more from the point where the employees are to work. Vehicles shall be properly covered during the cold and inclement weather.

Section 26. There shall be no transferring of men from job to job during lunch period.

Section 27. When an employee reports for work on a premium time day, if he works less than four (4) hours, he shall receive four (4) hours at the applicable rate. If he works more than four (4) hours, he shall receive eight (8) hours pay at the applicable rate.

Section 28. Employees will be required to call the Employer and the Union if he is not able to report for work.

Section 29. In the event of a tool checking system, where Laborers check tools, a Laborer shall be employed as tool crib man at base rate.

Section 30. Employers shall not transfer, loan or subcontract laborer employees to other employers or companies unless the Local Union Business Manager is notified accordingly. The Union shall not knowingly refer employees currently employed by a signatory contractor to other employment.

Section 31. The Employer performing sewer work and watermain installation shall be entitled to the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Laborer.

## **ARTICLE XXVII INTOXICANTS AND DRUGS**

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

**Section 2.** Provision for Employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Employers shall be responsible and liable for the administration of this policy. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act or other testing required by owner. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

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

**Section 4.** All drug and/or alcohol testing shall follow the procedures outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Random Tests:

All employees covered by this random drug test policy will be included as part of the group from which the Medical Review Officer (MRO) will randomly select employees by using a computer generated selection of social security numbers for testing per the requirements of the Employer's policy.

On a periodic basis the MRO will select randomly a number for random testing during that month.

Names selected will be forwarded to each Employer who will notify their employees selected to be tested. The Employer will be given a date before which the individual must be tested. The persons to be tested shall not be informed before the actual test is to be performed.

Failure of the Employer to accomplish the above requirements in the time allotted will cause them to be out of compliance with the random testing requirements.

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

**Section 6.** Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

**INITIAL TEST**

Level-Nanogram/Mililiter (hereinafter referred to as ng/ml).

Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	2,000
Phencyclidine	25
Amphetamines	1,000

Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method:

<b>CONFIRMATORY TESTS</b>	<b>LEVEL (ng/ml)</b>
Marijuana metabolite	15*

Cocaine metabolite	150**
Opiates: Morphine	2,000
Codeine	2,000
Phencyclidine	25
Amphetamines/Methamphetamine	500***
*Delta-9-tetrahydrocannabinol-9-carboxylic acid	

\*\*Bexoylecgonine

\*\*\*If methamphetamine, there must be >200 ng/ml of amphetamines

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

**Section 7.** Employees taking prescription medication which, according to their physician have physical or mental side effects which could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

**Section 8.** Any employee with test results of negative shall be compensated for all hours lost. If an employee has a confirmed positive test, (s)he (a) will not be eligible for re-hire for up to thirty (30) days, or as determined by established company policy, (b) enrollment in and completion of a Substance Abuse Professional's (SAP) recommendations for return to duty at employee's own expense, and (c) and agree to periodic follow-up drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Terminations under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to Article 27, Adjustment of Disputes, of this Agreement.

## ARTICLE XXVIII ADJUSTMENTS OF DISPUTES

Section 1. It is specifically agreed that there shall be no strikes, lockouts or cessation or slow down of work or picketing over any dispute over the application or interpretation of this Agreement, and that all grievances and disputes, excluding jurisdictional disputes, shall be handled as herein provided, except as stated otherwise.

Section 2. Any dispute of any type concerning the interpretation or application of this Agreement between an employer and the Union shall be adjusted by the particular employer and the Union in the first instance, if possible. No employee grievance may be considered unless submitted in writing to the Union and the Employer within ten (10) days of the alleged violation.

Section 3. Negotiating Committee. In the event the matter is not settled, it shall be referred to the Negotiating Committee consisting of a maximum of three (3) employer representatives, selected by the Association and a maximum of three (3) Union representatives, selected by the Union District Council involved, or equal number thereof. After notice has been received by either the Association or the District Council, a meeting of the Negotiating Committee will be set up within fifteen (15) days. The determinations of the Negotiating Committee shall be governed by majority vote.

Upon mutual agreement the parties may extend the 15-day limitation.

Section 4. Arbitration. Should the Negotiating Committee be unable to resolve the matter, then the Union or the Association may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted the parties shall within ten (10) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. Expenses of arbitration, including the arbitrator's fee and expenses, will be borne equally by both parties.

Section 5. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement or any agreement made supplementary thereto. Wages, hours, fringe benefits are not arbitrable.

Section 6. Conclusiveness and Enforcement. The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employers, Association, and employees and all claiming thereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

Section 7. There shall be no strikes or lockouts during the life of this Agreement.

#### **ARTICLE XXIX NO STRIKE - NO LOCKOUT**

Section 1. During the term of this Understanding there shall be no strikes, picketing, work stoppages, slow downs, sympathy strikes or other disruptive activity for any reason by the Union or by any employee and there shall be no lockout by the Employer.

Section 2. Nothing in this Understanding shall be construed to limit or restrict the right of the Union or the Employer to pursue fully any and all remedies available under law in the event of a violation of this Article.

Section 3. Employees shall have the right within the limits set by Section 8(b)(4) of the National Labor Relations Act, as amended; and it shall not be a violation of this Understanding or any cause for discharge or any other penalty if an employee or employees (covered by this Understanding) refuse to go through an established picket line.

#### **ARTICLE XXX JURISDICTIONAL DISPUTES**

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

Section 2. Procedures for Resolving Jurisdictional Disputes. All jurisdictional disputes shall be resolved

in accordance with the following procedures:

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

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

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

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

Step 3. Arbitration. If the Union maintains that the Employer has made a work assignment that is not in accordance with the criteria established in Step 2, the Union may, within three (3) days of being notified of the work assignment, submit the dispute to arbitration. An arbitration hearing shall be held within seven days of the Union's request for arbitration. The parties have jointly designated Joy Kessler to act as arbitrator in any dispute arising under this Article provided that she is available to hear the case within seven days. In the event that Joy Kessler is not available, John Hartnett will be the arbitrator, provided that he is available to hear the case within seven days. In the event that neither Joy Kessler nor John Hartnett are available in a timely manner, Walt Petry shall serve as arbitrator.

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

The arbitrator's decision shall apply only to the one job in dispute.

Costs of arbitration, including the arbitrator's fees and expenses, will be borne equally by the parties.

Section 3. No Strike or Lockout. There shall be no strike or lockout during the attempt to resolve a jurisdictional dispute as set forth in this Article.

## **ARTICLE XXXI GENERAL CONDITIONS**

Section 1. There shall be no restrictions on the Employers sole and exclusive right under this Agreement to determine the size of the work force on any particular job or project; nor shall there be any restriction

on the Employers sole and exclusive right to man or not to man any equipment. There shall be no standby work demands.

Section 2. The parties reaffirm their policy of a fair days work for a fair days wage. Employees shall be at their reporting place as established by the employer at the starting time and shall remain at their place of work until the quitting time. Scheduled quitting time shall include a reasonable time to clean up.

Section 3. There shall not be any organized coffee breaks, rest periods or other non-working time established during working hours. Employees may take individual thermos of coffee, or non-alcoholic refreshments to their assigned place of work and consume same as time and work schedule allow.

Section 4. When employees leave the project of their own accord at other than the normal quitting time, it is the employee's responsibility to notify their supervisor and steward.

Section 5. When an employer, upon reasonable cause, considers it necessary to shut down a job to avoid the possible loss of human life, or because of an emergency situation that could endanger the life or safety of an employee, employees will be compensated only for the actual time worked. In such an event, if the employer requests the employee to stand by, employees will be compensated for the standby time at the applicable rate.

Section 6. Practices not a part of terms and conditions of applicable collective bargaining agreements shall not be recognized. This section does not pertain to jurisdiction of work.

Section 7. All employees on the job agree to submit to personal and/or vehicle inspection as may be required by the owner.

Section 8. Foremen and General Foremen shall take orders only from the designated employer representative.

## **ARTICLE XXXII MANAGEMENT RIGHTS**

Section 1. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to, hiring, promotion, overtime assignments within the crew, layoff or discharge.

Section 2. There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Employees shall use such tools as required to perform any of the work of the trade. The operation of all equipment shall be assigned to the proper craft jurisdiction.

Section 3. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of employees. The Employer shall determine the most efficient method or techniques or construction, tools or other labor-saving devices to be used. However, safety of the employees on the jobsite shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be worked.

Section 4. The Employer shall determine the recording devices, checking systems, brassing or other methods of keeping time records.

Section 5. The foregoing enumeration of management rights shall be deemed to be inclusive not exclusive. The Employer retains all management rights except as expressly limited herein or by locally negotiated agreements to the extent local agreements do not conflict with the terms and provisions of this Agreement.

### **ARTICLE XXXIII 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.

Once concessions are granted by the Business Manager with the 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(s) agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified. The Union(s) shall also immediately notify the Association(s) having the bargaining rights for the Employer(s) who originally requested the modification. Notification of the Association shall be confirmed in writing as soon as practical.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) and Association(s) no later than two (2) working days prior to bid opening. Such concessions shall initially be transmitted to the appropriate Association(s) by telephone. 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. However, it will be the responsibility of the individual Employers to request information regarding any possible adjustments from the Association Office in his area. To insure that all individual Employers have equal access to contract concession information, the Employer Association shall serve as a clearing house for information regarding contract concessions.

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, Contributions, shall continue to be paid as provided in the respective Collective Bargaining Agreements.

It is understood that there are instances when owners shall designate contractors, subcontractors, or other parties who fail to become signatory to this Agreement. In such cases Article XIII - SUBCONTRACTING shall not apply to such non-signatory contractor or subcontractor.

There shall be no work stoppages or picketing over the interpretation or application of Article XIII - SUBCONTRACTING to owner designated contractors or subcontractors until after five (5) days written notice to the owner or owner's representative.

## **LIGHT COMMERCIAL AGREEMENT**

All work on projects up to \$750,000.00 in size and which is not subject to the prevailing wage rate will be performed at 80% of the base wage scale. All fringes will be the same as for other work. It is mutually agreed that the Local Union Business Manager may lower the percent of the base wage scale to be paid under this Article if necessary. The intent of this language is that all crafts participate at the same percentages of pay.

### **ARTICLE XXXIV ENTIRE AGREEMENT OF PARTIES**

Section 1. This document along with the attached Addendum represents the entire Agreements of the Parties. The Employer understands that the Union is a fraternal society and as such and in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own use. However, such rules or regulations whether contained in a by-laws, constitution, or otherwise, shall have no effect, directly or indirectly, upon this collective bargaining Agreement, any employment relationship, or the relationship between the parties.

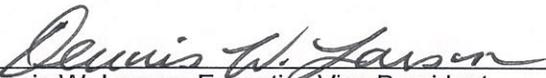
Section 2. Individual contractors signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed between the Union and the Associations, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Associations, unless sixty (60) days prior to the expiration of this or any subsequent agreement said non-member contractor notifies the Union in writing that it revokes such authorization. Further, said non-member contractor agrees that notice served by the Union upon said Associations and mediation service for reopening, termination, or commencement or negotiations shall constitute notice upon and covering the non-member contractors signatory hereto.

**ARTICLE XXXV  
CORPORATE SIGNATURE AUTHORITY**

Beginning with the effective date of this Agreement, for purposes of signing any union documents, a signature must be secured from a duly authorized officer of the corporation, company, partnership or other recognized legal structure to be considered valid and binding. Under no circumstances shall a craft employee be allowed to sign on behalf of the employer.

IN WITNESS WHEREOF, the Parties have affixed their signatures which officially bind said parties under the provision of this Agreement.

CENTRAL ILLINOIS BUILDERS OF A.G.C. having authority to sign on behalf of those firms who have assigned their bargaining rights to the Association.

  
\_\_\_\_\_  
Dennis W. Larson, Executive Vice President

*5-13-14*  
\_\_\_\_\_  
Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL

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

*5-9-14*  
\_\_\_\_\_  
Date

**ADDENDUM**  
**BUILDING CONSTRUCTION WAGE AND FRINGE BENEFITS**  
**CONTRIBUTIONS AND DEDUCTIONS**  
**EFFECTIVE: MAY 1, 2014**

LOCAL UNION NO.	362	538	996
Counties	McLean	Knox, Warren, Henderson, Henry & W. ½ Stark	Livingston, Woodford Marshall & E. ½ Stark
BASIC LABORER RATE	29.34	27.89	29.45
PENSION FUND	8.67	8.62	7.76
ANNUITY FUND*	1.80	2.60	2.60
N. CENTRAL IL WELFARE FUND	7.70	7.70	7.70
NORTHERN IL WELFARE FUND		.54	
TRAINING FUND	0.80	0.80	0.80
I.A.F.	0.15	0.15	0.15
L.E.C.E.T.	0.14	0.14	0.14
F.F.C.	0.10	0.10	0.10
TOTAL PACKAGE	\$ 48.70	\$ 48.54	\$ 48.70
MARKET PRESERVATION**	1.39	0.32	1.15
VACATION FUND**	0.70	2.50	2.25
WORKING DUES CHECK-OFF***	5.5%	5.5%	4%
WORKING DUES CHECK-OFF**		.12	
LABORERS' POLITICAL LEAGUE**	0.05	0.05	0.00

\* Employers shall remit annuity contributions to the Central Laborers' Annuity Plan.

Rates of Annuity contributions on overtime hours are as follows:

Local 362 - \$2.70

CENTRAL LABORERS' ANNUITY FUND -

Local 538 - \$3.90

These contributions get sent to the Central Laborers' Annuity Fund Office

Local 996 - \$3.90

P.O. Box 1267, Jacksonville, IL 62651

- \*\* Cents per hour worked deducted from the Basic Labor Rate.
- \*\*\* Dues Check-Off calculated as a percentage of gross pay.
- \*\* Dues Check-Off per hour worked deducted from the Basic Labor Rate (Local 538).

EFFECTIVE May 1, 2014 Wages and/or Fringe Benefits increase \$1.30 per hour.

EFFECTIVE May 1, 2015 Wages and/or Fringe Benefits increase \$1.35 per hour.

EFFECTIVE May 1, 2016 Wages and/or Fringe Benefits increase \$1.37 per hour.

IN WITNESS WHEREOF, the Parties have affixed their signatures which officially bind said parties under the provision of this Agreement.

CENTRAL ILLINOIS BUILDERS OF A.G.C. having authority to sign on behalf of those firms who have assigned their bargaining rights to the Association.

 5-13-14  
Dennis W. Larson, Executive Vice President Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL

 5-9-14  
Charlie H. Shempf, Business Manager Date

---

Contractor's Signature

Date

---

Contractor's Name

---

Contractor's Address

---

City

State

Zip

---

Telephone Number

Fax Number

LABORERS' LOCAL UNION NO. 362

Tony Penn, Business Manager

P.O. Box 3248

Bloomington, IL 61702

Phone: (309) 828-4369

LABORERS' LOCAL UNION NO. 996

Bill Bolliger, Business Manager

P.O. Box 410

Roanoke, IL 61561

Phone: (309) 923-3211

LABORERS' LOCAL UNION NO. 538

Mike Tuthill, Business Manager

118 W. Main Street

East Galesburg, IL 61430

Phone: (309) 344-3515

FUND OFFICE:

Central Laborers' Pension Fund

P.O. Box 1267

Jacksonville, IL 62651

Phone: 1-800-252-6571

Local 362

Laborers' Local 362

P.O. Box 3248

Bloomington, IL 61702

Phone: (309) 828-4368

Local 996

Laborers' Local 996

P.O. Box 410

Roanoke, IL 61561

Phone: (309) 923-3211

North Central Illinois Laborers'

Health & Welfare Fund

P.O. Box 9090

Peoria, IL 61612-9090

Phone: (309) 692-0860

TYPE OF CONTRIBUTIONS SENT:

Central Laborers' Pension Fund

Central Laborers' Annuity Fund

Local 362 Dues Check-Off

Market Preservation Check-Off

Local 362 McLean Co.

Local 362 Laborers' Political League

Local 996 Dues Check-Off

Local 996 Market Preservation Check-off

North Central Illinois Laborers' Health & Welfare Fund

for Locals #362, #538 & #996

Northern Illinois Welfare Fund for Local Union #538

Working Dues Check-Off Local Union #538

Market Preservation Check-Off Local Union #538

Illinois Laborers & Contractors Joint Apprenticeship &

Training Program for the following Local Unions:

#362, #538 & #996

Industry Advancement Fund for the  
following Local Unions: #362, #538 & #996

Laborers'- Employers' Cooperation & Education Trust for  
the following Local Unions: #362, #538 & #996

Laborers' of Illinois Vacation Fund for the following  
Local Unions: #362, #538 & #996

Laborers' Political League Local Union #538

Midwest Region Foundation for Fair Contracting for the  
following Local Unions: #362, #538 & #996