

MEMORANDUM OF AGREEMENT

BUILDING & HEAVY CONSTRUCTION

Between

**SOUTHERN ILLINOIS BUILDERS ASSOCIATION,
SOUTHERN ILLINOIS CONTRACTORS ASSOCIATION,
MASONRY INSTITUTE OF SOUTHERN ILLINOIS,
SIGNATORY EMPLOYERS,**

And

O' FALLON LABORERS'

LOCAL 670

MASCOUTAH LABORERS'

LOCAL 742

Effective

AUGUST 1, 2019 thru JULY 31, 2022

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ARTICLE 1
Parties to Contract

This Memorandum of Agreement made and entered into by and between the SIGNATORY EMPLOYER, hereinafter referred to as the Employer, and Local No. 670 and Local No. 742 of the Laborers' International Union of North America, hereinafter known as the Union, which is chartered and has jurisdiction over the above mentioned work in O'Fallon, Shiloh, Lebanon, Scott Air Force Base, Fairview Heights, Trenton, Summerfield, Aviston, Mascoutah, New Memphis, Troy, New Baden, St. Louis Mid America Airport, Damiansville and Vicinity in Illinois, and hereinafter known as the Contractor.

ARTICLE 2
Purpose

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between employer and employees, and to prevent waste and unnecessary and avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workmen, and so far as possible to be in accordance with the conditions herein set forth, and at wages herein agreed upon, that stable conditions may prevail in the building construction, that building cost may be as low as possible, consistent with fair wages and conditions, and further establish the necessary procedure by which these ends may be accomplished.

ARTICLE 3
Union Security - Hiring

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

All present Employees of the Contractors who are members of the Union on the date of the execution of this Agreement shall remain members of the Union during the term of this Agreement as a condition of continued employment subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the National

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

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

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

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

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

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

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

(f) Applicants already employed in the industry within the geographic area covered by this contract shall be eligible for referral to another job provided that they appear personally for referral as required by this Article. No applicant shall be denied referral because they have been discharged or rejected by any other employer subject to this agreement.

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

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

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

(j) Referrals shall be made from those duly registered applicants who are present at the Union hall at the time of referral.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The goal of the LIUNA Code of Performance is to ensure that all referred employees from the Southwestern Illinois Laborers' District Council meet the highest standards in the construction industry. The Union's aim is to deliver craftsman that exceed the employers' expectations.

As a referral applicant I agree to meet and exceed these goals and incorporate these values in my day-to-day performance. Accordingly, as a member of or a referral applicant of the Southwestern Illinois Laborers' District Council, I agree to:

- be truthful of the knowledge and skills I listed on my referral application.
- report promptly upon referral to a job and show up for work on time, ready, willing and able to work.
- be aware of and follow the Southwestern Illinois Laborers' District Council job referral rules of the current Building/Heavy/Highway Collective Bargaining Agreement.
- avoid absenteeism and tardiness.
- follow directions from foremen and/or supervisors.
- not be insubordinate.
- give a fair day's work

- avoid disruptions on the job by using the established procedures to resolve disputes.
- understand and use safe practices and safety equipment and to work in a safe and productive manner.
- refrain from conduct that would interfere with the Union's performance of its lawful and contractual obligations.
- recognize the responsibility to preserve the Union as an institution.
- support and abide by a drug free work place
- No stealing or theft of any kind.
- No sexual harassment.

Should any Laborer referred for employment be terminated for cause as defined herein, his or her referral privileges shall be suspended automatically for one (1) 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 (6) months. Should the same individual be terminated for cause for a third time within a twenty-four (24) month period, his or her hiring hall referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge).

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 the Review Committee shall be final and binding. All grievances must be filed by the applicant in writing within five (5) calendar days of termination or notice of violation to the Review Committee. Such appeal must be in writing containing a brief statement of issues as known by the grievant. Failure to file with the Review Committee within the time described shall void any challenge to the discipline.

A Review Committee shall be composed of three (3) members appointed by the Business Manager of the Southwestern Illinois Laborers' District Council. The Review Committee may vacate or reduce the period of suspension but may not increase or add to the provisions set forth above. The Review Committee's decision

will be by majority vote and shall be based on all 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. Each party presenting evidence shall be solely responsible for any/all costs (if necessary) associated with the presentation of evidence. The Review Committee's decision shall rest in its sole and complete discretion.

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 in writing to have that issue considered by it.

If dissatisfied with the decision of the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer. 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 within five (5) calendar days of the time he or 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.

Failure to file within the time described shall void any appeal and the decision of the Review Committee shall stand as issued.

Review Committee's Address:
Laborers' District Council
#20 Bronze Pointe North
Swansea, IL. 62226

APPROPRIATE BEHAVIOR IN THE HIRING HALL

Notwithstanding the above, proper operation of the hiring hall requires that order be maintained in the building and on the property surrounding the building. Therefore, appropriate behavior is required of all persons at all times in the hall and adjoining areas. All persons are expected to treat one another with respect. Inappropriately loud or boisterous behavior, fighting, harassment of another person, the use of alcohol or drugs, or being under the influence of alcohol or drugs in the

hall will not be tolerated.

Any person engaging in such conduct will be required to leave the premises and will be ineligible for referral that day. Repeated violation of this policy may result in the suspension of hiring hall privileges for one (1) week for the second offense and one (1) month for each subsequent offence.

NOTE: Conduct that is threatening or intimidating or may otherwise harm the integrity of the referral system of hiring hall will be reported to the police and further action will be taken to remove or restrain individuals from being present on the property and thereby suspend the ability to be referred for the hiring hall.

I acknowledge that I have read and understand the Code of Performance and Appropriate Behavior in the Hiring Hall rules, and the above requirements expected of me in the performance of daily work assignments. Furthermore: I accept all enforcement procedures and penalties associated with discipline received from an employer through the Code of Performance for "termination for cause" and understand that I may challenge the same.

Print Name

Signature

Date

ARTICLE 4

Savings Clause

Nothing in this Agreement shall be construed or is it intended to be contrary to any local, state or federal law. In the event that any provisions of this Agreement shall become legally

invalid or unenforceable due to change of local, state or federal law, such invalidity and unenforceability shall not affect the remainder of provisions of this Agreement.

ARTICLE 5 Management Rights

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

ARTICLE 6 Classes of Work

The Union and the Employer agree that:

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

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

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

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

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

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

ASBESTOS ABATEMENT

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

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

ASPHALT

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

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

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

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

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

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

BATCH PLANTS

(a) Laborers shall do the loading of trucks; The handling and

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

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

BUILDING WORK

(a) All clearing, all site preparation, the fueling and cleaning of all equipment, the checking of all grades, the spotting, signaling and dumping of all loads, the counting of loads whenever required and taking of all tickets shall be performed by the Laborers. It is the Laborers work to drive all stakes, all erosion control, and fencing and guardrail work of any type.

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

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

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

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

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

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

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

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

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

(k) In the handling of material, such as lumber, the Laborers shall have jurisdiction over the unloading and stockpiling in the immediate vicinity of where the material is to be used.

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

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

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

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

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

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

receiving of the material on the roof shall be by the Laborers.

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

(s) The cleaning up and removing of the crating material and the cleaning of debris shall be the work of the Laborers.

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

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

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

(w) The Laborers shall handle the protective canvas.

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

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

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

and setting up of the house.

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

CONCRETE

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

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

(b) The use of a Concrete Specialist.

(c) Leveling, tamping, and spreading of concrete for foundations, walls, reinforced floors, sleeper fill, or sidewalks, and all handling of cement guns.

(d) The removal of all false work.

(e) Setting, lining, and leveling of all slab road forms.

(f) All work necessary to properly service the Cement Finisher, the driving of all stakes, the placing of all forms or screeds, including steel curb and gutter screeds, to the point of installation.

(g) Blocking and striking off of concrete and the handling of the bull float where a bull float is to be used for striking off.

(h) The placing and leveling of concrete to grade, by any mode or method.

(i) Grading all concrete floors, footings, sidewalks, and yards, the handling of any and all runways and scaffolds for concrete. Any grades to be established during the operation of pouring the floor will be done in its entirety by Laborers.

(j) The handling of concrete chutes, chute lines, the hanging of metal chutes, the cleaning of all concrete chutes whether metal or wood.

(k) The signaling and handling of all concrete buckets shall be performed exclusively by Laborers covered by this Agreement

and such work shall be under the sole jurisdiction of the Union party hereto.

(l) The handling, pouring, strike off and vibrating of all concrete while concrete is being poured. The "Bushing" of all concrete.

(m) The operation and maintenance of all concrete pumps.

(n) The manning of mechanical concrete buggies.

(o) Operating and servicing of all concrete vibrators, handling and unloading all concrete materials and the aggregates of same, etc. On large concrete pours, two (2) men will be utilized on each vibrator and they shall interchange positions during the day.

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

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

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

(s) All concrete forms regardless of type or whether they are to be used again shall be stripped or wrecked by Laborers. This shall include the removal of braces, shoring, wall ties, snap ties, cones, rods, column clamps and any and all phases of the work of stripping or wrecking of forms. After the forms have been removed from the concrete, let down to the floor or moved

back from the wall, the cleaning, wrecking or dismantling, oiling and moving to the next point of erection or to the stock yard or scrap pile shall be done by the Laborers. Rods, ties, cones, wire, etc. shall be removed as the stripping proceeds. The setting of all steel paving forms shall be performed by Laborers.

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

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

(v) Laborers shall perform all acid-etching, cleaning by any method, sealing, and chalking of concrete sidewalks, parking lots, and streets.

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

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

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

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

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

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

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

(dd) All gunite work when the work to be performed is to be of

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

DECK HANDS

(a) All revetment and river work, mattress head cable men, linemen, derrick boat, mattress barge, deck hands, weavers, cable lacers, grade men and riprappers, tenders and helpers for divers, and divers doing work under the jurisdiction of this Agreement. There shall be deckhands on all floating rigs, work barges, work boats, safety boats, and dredges. The handling, placing, anchoring, tying of barges and other marine equipment on any work coming under the jurisdiction of this Agreement shall be the work of the Laborers. The handling of fuel to all of the aforementioned machinery, regardless of type of fuel, shall be by the deckhand. The aforementioned work shall be performed exclusively by Laborers.

DEMOLITION

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

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

DEWATERING

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

unless required to work then he shall be paid at the basic wage scale.

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

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

DRILLING

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

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

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

EQUIPMENT & TOOLS

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

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

(c) do all Laborers' work exclusively in connection with all drilling rigs, including pier foundations, core drilling, soil testing and well drilling, the installation of vibrated stone pillars, including but not limited to fueling, spotting of

trucks, barricading, securing of all hazardous work areas, Installation of piping and hoses, drilling, excavating, backfilling, piping, etc. of the system and any and all groundwork.

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

(e) The operation and control of water blasters shall be the work of the Laborers. There shall be a minimum of two (2) men in the operation; one (1) man stationed at the control valve during the blasting operation for safety, and the other doing the water blasting, and they shall interchange positions during the day.

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

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

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

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

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

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

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

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

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

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

EXCAVATION & SEWER ETC.

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

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

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

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

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

(f) Laborers shall do the laying of all temporary gas, oil,

air, water, and other pipe lines on all work covered by this Agreement.

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

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

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

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

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

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

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

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

EXPLOSIVES

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

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

HAZARDOUS WASTE

(a) The handling and disposal of all hazardous and toxic

materials shall be performed exclusively by qualified licensed Laborers covered by this Agreement and such work shall be under the sole jurisdiction of the Union party hereto.

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

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

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

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

HOD CARRIERS

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

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

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

HOUSE MOVING

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

LANDSCAPING

(a) All work connected to, but not limited, to all phases of grading, seeding, sodding, irrigation systems, strawing, rolling, watering, cutting, planting, leveling, nursery work,

yard work, golf courses, tree trimming, and maintenance of, etc. shall be performed by the Laborers.

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

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

(e) The installation of any and all brick, brick pavers or substitute brick material, for landscaping designs, landscaping borders, roads, sidewalks, patios or other needs by hand or machine shall be the work of the Laborers. All work on athletic fields and running tracks.

LEVEES

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

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

MASTICS

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

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

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

(d) All work in connection with the cleaning, sealing,

applying membrane, etc. of bridge decks. Including but not limited to the installation of all expansion joints by any method.

MESH & REINFORCING

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

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

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

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

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

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

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

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

PILING

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

(b) It shall be the work of the Laborers to unload and

separate any Raymond concrete piling shells and transport them to the point of assembly.

PRECAST CONCRETE

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

(b) The Laborers shall perform the fitting, setting, aligning, plumbing and staying into position of precast or prestress concrete.

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

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

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

RAILROAD

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

SMOKE STACKS

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

TEMPORARY HEAT / SHELTER / CURING

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

(b) The drying of concrete by salamander or other artificial heat of any kind; the curing of concrete, covering with burlap,

plastic, and the servicing of all hoses and water trucks.

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

TERMITES

(a) Applying and mixing insecticides for termite control.

TRAFFIC PROTECTION

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

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

TUNNELS

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

SECURITY / WATCHMEN

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

WATERPROOFING

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

ARTICLE 7

Hod Carriers to Brick Masons and Plasterer Tenders

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

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

(b) The first hod carrier on the job shall act as hod carrier foreman, unless another Employee is appointed foreman by the Contractor, with the approval of the Business Manager. When three (3) hod carriers are employed, the working foreman shall receive fifty cents (\$.50) above the hod carriers' scale. When this gang reaches eight (8) hod carriers, he shall become a non-working foreman. The non-working foreman shall be paid the rate of one dollar (\$1.00) above the regular hod carriers' scale. No hod carrier foreman shall supervise more than ten (10) hod carriers. When two (2) or more hod carrier gangs are employed, there shall be a Hod carrier General Foreman. The General Foreman shall be paid the rate of one dollar and fifty cents (\$1.50) above the regular hod carrier's scale. The Foremen shall have the right to handle and place all men under him. The Hod Carrier General Foreman shall be appointed by the Contractor with approval of the Business Manager. There shall be a Hod Carrier Steward appointed by the Business Manager and his duties shall be the same as a Laborer Steward.

(c) All Tenders to Brick and Plaster Masons shall receive

one-half (1/2) hour starting time at the applicable overtime rate of pay.

ARTICLE 8
Wages

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

	<u>8-1-19</u>	<u>8-1-20</u>	<u>8-1-21</u>
Laborers:	\$56.72	\$58.17	\$59.72
Hazardous Materials, Lead Abatement, Asbestos Abatement, Mold & Mildew Remediation Licenses:	\$57.22	\$58.67	\$60.22.
Dynamite Men and Powder Men:	\$58.22	\$59.67	\$61.22
Mason and Plasterer Tenders:	\$57.22	\$58.67	\$60.22
Workmen when welding, burning, or cutting with a torch:	\$57.22	\$58.67	\$60.22

OVERTIME CALCULATIONS:

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

Example: Please note this example reflects Local 670 Schedule A

	Time & one half	Double Time
	\$56.72	\$56.72
(Training, LECET, SICAP)	- 1.55	- 1.55
	<u>\$55.17</u>	<u>\$55.17</u>

	<u>X 1.5</u>	<u>X 2.</u>
	\$82.76	\$94.20
Pension:	- 14.93	- 14.93
Welfare:	- 6.70	- 6.70
Annuity:	- 5.39	- 5.39
Take Home Rate Per Hour	<u>\$55.74</u>	<u>\$83.32</u>

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

\$18.00

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

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

The Apprentice rates are as follows:

1 st year	75% - full benefits
2 nd year	85% - full benefits
3 rd year	95% - full benefits

Ratio, Supervision, Safety

One (1) journeyworker to one (1) apprentice on a two (2) worker job / One (1) apprentice to two (2) journeyworkers on a three (3) worker job / Two (2) apprentices to four (4) 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) journeymen / Six (6)
apprentices to fifty-five (55) journeymen / One (1)
apprentice to every twenty (20) journeymen thereafter.

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

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

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

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

ARTICLE 9

Fringe Benefits

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

(b) Any part of the negotiated wage increases may be taken in fringe benefits (Welfare, Pension, and/or Annuity) provided the

Local Union gives written notice to the Employer and the District Council ninety (90) days in advance of such increase becoming due and payable.

(c) Commencing August 1, 2019, the Employer agrees to make payments to the Central Laborers' Pension Fund and be bound by the Central Laborers' Pension Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Pension Fund the amount listed in Schedules A, B, and C for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(d) Commencing August 1, 2019, the Employer agrees to make payments to the Central Laborers' Welfare Fund and be bound by the Central Laborers' Welfare Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Welfare Fund the amount listed in Schedules A, B, and C for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(e) Commencing August 1, 2019, the Employer agrees to make payments to the Central Laborers' Annuity Fund and be bound by the Central Laborers' Annuity Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Annuity Fund the amount listed in Schedules A, B, and C for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(f) Commencing August 1, 2019, the Employer agrees to make payments to the Southern Illinois Laborers' & Employers' Welfare Fund and be bound by the Southern Illinois Laborers' & Employers' Welfare Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southern Illinois Laborers' & Employers' Welfare Fund the amount listed in Schedules A, B, and C for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(g) Commencing August 1, 2019, the Employer agrees to make

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

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

(i) Commencing August 1, 2019, the Employer agrees to make payments to the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program and be bound by the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program eighty cents (\$.80) per hour for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

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

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

(l) Commencing August 1, 2019, the Employer agrees to make contributions to the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust (L.E.C.E.T.) and be bound by the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust sixty-five cents (\$.65) for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(m) Commencing August 1, 2019, the Employer agrees to make contributions to the Southern Illinois Construction Advancement Program (SICAP) and be bound by the Southern Illinois Construction Advancement Program Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southern Illinois Construction Advancement Program ten cents (\$.10) for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement. Commencing August 1, 2021, the Employer shall pay to the Southern Illinois Construction Advancement Program fifteen cents (\$.15) for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(n) District Council Check-Off upon receipt of any Employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from each Employee's wage seventy cents (\$.70) for each hour worked for District Council Check-Off and the Employer shall remit the amount so deducted monthly together with a list showing the names of the Employees from whose pay deductions were made and the amount deducted. Such written authorizations may be revoked on a revocable date by the Employee giving written notice by registered mail to the Employer and the Union on a revocable date delivered within thirty (30) days prior to the end of the irrevocable period. In the event no revocation is received, the authorization shall be continued in effect for another year or until the end of the Collective Bargaining Agreement, whichever

occurs sooner. Monies deducted shall be subject to withholding taxes. The monies shall be remitted by the fifteenth (15th) of the following month, covering the hours worked the previous month.

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

(p) The wage rates given in Article 8, excluding Watchmen's classification, are inclusive of all Welfare, Pension, Annuity, Training, LECET, and SICAP Funds, where applicable. Payments to such funds shall reduce the hourly rates accordingly. The parties to this Agreement specifically agree that they shall implement a non-qualified defined contribution plan which such plan shall encompass current retirees only whose benefit payments have been reduced in the prior year by the Internal Revenue Code Section 415 consistent with the Revenue Ruling issued on November 21, 1997. In the event, however, that the Internal Revenue Code Section 415 is repealed, modified or otherwise rendered moot by legislative action, the preceding clause shall have neither force nor effect. Likewise, in the event that legislation action repeals or modifies Section 415 in any respect rendering this clause moot, the remaining articles and section of the collective bargaining agreement between the

parties shall be unaffected thereby and shall otherwise be in full force and effect.

ARTICLE 10

Job Site Injuries

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

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

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

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

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

ARTICLE 11

Foremen

(a) When there are three (3) or more Laborers employed on a job, there shall be one (1) Laborer designated as the Working Foreman and that individual shall be paid fifty cents (\$.50) per hour in addition to the regular hourly rate.

(b) When ten (10) Laborers are employed on a job, the Working Foreman shall become the Non-Working Foreman and shall be paid one dollar (\$1.00) per hour in addition to the regular hourly rate.

(c) When fifteen (15) Laborers are employed on a job, a Working Foreman shall be designated as well as a Non-Working Foreman. The Working Foreman shall be paid fifty cents (\$.50) per hour in addition to the regular rate and the Non-Working Foreman shall be paid one dollar (\$1.00) per hour in addition to the regular rate.

(d) No gang shall exceed twenty (20) Laborers including the Foreman. After twenty Laborers are employed the second gang shall also have a Non-Working Foreman. When more than one Non-Working Foreman is employed, there shall also be a General Foreman. The General Foreman shall be paid at the rate of one dollar and fifty cents (\$1.50) per hour in addition to the regular rate.

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

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

ARTICLE 12

Different Scale on Classes of Work

(a) The Employer agrees that it will not willingly permit any organized labor to work on any of the above-named classes of work in the jurisdiction of the above-mentioned Counties for anyone at a lesser rate of wages. It shall use all honorable means to see that all work is done at a scale of wages not less than that set forth in this Agreement. Any employee from outside of the Twelve Counties Southwestern Illinois District shall receive wages and fringe benefits applicable to the geographical Local Union where the work is being performed.

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

ARTICLE 13
Notification of No Work

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

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

ARTICLE 14
Work Hours and Overtime

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

(a) For the purposes of grouting, the lunch period shall be flexible between the fourth and sixth hours.

(b) When men have worked more than two (2) hours past their regular quitting time, they shall be allowed one-half (1/2) hour at the overtime rate of pay for lunch and thirty (30) minutes at the overtime rate of pay for lunch at four (4) hour intervals thereafter).

(c) When men are transferred during working hours from one job location to another, they must be paid a regular rate for such time and no employee shall be transferred during lunchtime.

(d) If no attempt is made by the Employer to notify the Business Manager or the Job Steward one hour prior to regular starting time to prevent employees from reporting to work, the said Employees shall be paid two (2) hours time. The Employees in order to be entitled to the two (2) hours show-up time must remain on the job for two (2) hours

after the regular starting time unless sent home by the Employer or his representative. If not notified at the end of the two (2) hour period that there will be no work, four (4) hours will be paid.

- (e) If work is allowed to start, a minimum of two (2) hours will be paid if work is weathered out prior to the end of two (2) hours. If work is weathered out after two (2) hours has been worked but before four (4) hours has been worked, four (4) hours will be paid. If work is weathered out, after four (4) hours has been worked eight (8) hours will be paid. Employees will be required to remain on the job for time paid, unless told to do otherwise.
- (f) All overtime work performed, Monday through Saturday, shall be paid at the rate of time and one-half (1 1/2). All Work performed on Sundays and Holidays shall be paid at double the regular rate.
- (g) When employees report to work on Saturday, they shall be paid for actual time worked with a two (2) hour minimum at the rate of time and one-half (1 1/2) the regular rate.
- (h) When conditions require, the Employer and the Union may revise the hours of work provision to meet the requirements of a particular project.
- (i) Non-Standard Work Hours - When an owner or governmental agency requires work to be performed outside the normal work hours, outline in this Agreement, because of contractual requirements or business necessities, the contractor may modify the standard start times and working hours in order to achieve an acceptable work shift that complies with the project requirements and specifications. Under this provision, starting time will begin when employee begins work and the following provisions will apply:
 - a. Eight (8) hours shall constitute a shift and all hours worked will receive a \$2.00 per hour premium in addition to their regular straight time rate (herein referred to as "premium rate") in lieu of the overtime rate for any days applicable to this provision. All hours worked over eight (8) hours will be paid at the overtime rate.
 - b. If an employee reports to the job and was not

properly notified that there is no work for the day, they shall receive two (2) hours reporting time, one (1) hour straight time premium rate and one (1) hour overtime.

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

d. If multiple shifts are employed utilizing the provisions of this Article, these special provisions shall apply to all shifts.

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

f. A copy of the specifications shall be provided to the Union by the Employer when requested.

*Clarification - Given that non-standard starting times will be employed when utilizing this Article, including night work, it is understood that a typical night shift will begin on the preceding evening, an example being a night shift from 8:00 p.m - 4:30 a.m. An example of a typical night shift would be 8:00 p.m. Sunday evening through 4:30 a.m. Monday morning. This shift would be paid for as eight (8) hours at the premium rate (regular straight time rate plus \$2.00/hour premium) and would represent the employee's "Monday" pay period. The final shift of the week in the same example would run from 8:00 p.m. Thursday night through 4:30 a.m. Friday morning and would represent the employee's "Friday" pay period. In this example, the work performed on Sunday evening is not considered as Sunday work for the purposes of overtime pay, since this frame represents the "Monday" shift. Further, in the example given, if work is performed on Friday from 8:00 p.m.-4:30 a.m. Saturday, all work would be paid for at the Saturday overtime rate since this shift represents the employee's "Saturday" shift.

ARTICLE 15

Holidays

Holidays recognized under this Agreement are Sundays, New Year's Day, Memorial Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. A holiday shall be from midnight to midnight unless otherwise agreed by the Business Manager. When a holiday falls on a Sunday, the following Monday shall be observed, and any work performed that day shall be paid at double the regular rate of pay. If a

holiday falls on a day other than Sunday, it shall be observed on that day.

ARTICLE 16

Jurisdictional Disputes and Arbitration

(a) Jurisdictional Disputes Procedures:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 17

Union Representation

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

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

ARTICLE 18
Pay Days and Check Charge

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

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

(c) The Employer shall furnish a detailed statement of earnings with all pay to Laborers. No personal checks will be allowed as payment for wages due an Employee covered by this Agreement.

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

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

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

ARTICLE 19
Insurance

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

of the number employed. State income tax shall be paid to the State of Illinois.

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

This may be achieved by any of the following options:

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

To help with the collection of fringe benefits and to avoid disruption of the work of delinquent employers, an Employer may request a letter from the Union of behalf of any of the Employer's subcontractors that are obligated to contribute to the Pension, Health and Welfare or Vacation funds described in this Addendum. Upon receipt of such request, the Union will provide the requesting Employer with a letter stating the most recent date to which the subcontractor has both reported its contributions due and paid all such contributions.

ARTICLE 20

Ice Water

The Employer shall furnish ice water in sanitary containers with sanitary drinking cups, or provide drinking water through sanitary drinking fountains. The water shall be available on the job not later than one (1) hour after starting time. Laborers on the site will make and distribute all water and periodically clean the containers.

ARTICLE 21

Tools and Clothing

Laborers shall provide the following personal hand tools and clothing in a satisfactory condition at the time of employment: A pair of rubber boots, hardhat, wrecking bar, claw hammer, and an adjustable wrench. Personal tools stolen, damaged or destroyed on the job shall be replaced or reimbursed on an equal value basis, providing a receipt to the Employer. The Employer shall be required to furnish all tools, other than those listed

above, including but not limited to, rubber gloves, goggles, respirators and rain suits to all Employees working in mud, water, or concrete; also rubber coats and hats, where Employees are required to work in rain or where water drips on them or such as may be required. Such clothing shall be charged to the men until returned. The Employer shall furnish a building protected from all elements of the weather for the men/women to change their clothes and eat lunch (not reasonable on all highway jobs).

ARTICLE 22

Sub-Contractors

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

ARTICLE 23

Pre-job Conference

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

ARTICLE 24

Shift Work

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

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

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

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

(e) If shift work has started and shall be discontinued before the end of the week, the Employer shall have the choice of paying all men on the second or third shift work their full

weekly pay at the regular rate of pay, or overtime for all shifts that have been actually worked, with all men to receive the same number of shifts. There shall be no deduction for holidays not worked on shift work, and the rate of pay for Sundays and Holidays shall be double time, if they are worked. The rate of pay for Saturdays shall be at the applicable overtime rate of pay.

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

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

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

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

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

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

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

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

ARTICLE 25
Joint Conferences

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

ARTICLE 26
Safety

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

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

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

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

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

interchange positions. To insure safety on all tunnel work, a minimum of two (2) men shall be employed; both men will work. All trenching, tunneling, shafting, and similar excavating shall be conducted in a manner that will adequately insure the safety of the workmen.

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

ARTICLE 27

Drug Abuse Prevention, Detection & Awareness Program

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

ARTICLE 28

Composite Crew

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

ARTICLE 29

Beginning and Duration of Contract

This Agreement shall be effective August 1, 2019, and shall remain in full force and effect through July 31, 2022, and thereafter from year to year unless either party gives notice in writing to the other party at least sixty (60) days but not more than one hundred twenty (120) days prior to expiration date that it desires to terminate this Agreement. Notice to modify the contract with respect to any provisions given by either party shall not terminate the contract and shall render the automatic renewal clause inoperative.

Article 30
Individual Contractors

By signing this Agreement which has been negotiated by and between the Southern Illinois Builders Association, Southern Illinois Contractors Association, Laborers' Local 670, and Laborers' Local 742 of the Laborers' International Union of North America (hereinafter "Union"), the undersigned Employer agrees to abide by all the Articles, stipulations and fringe benefits contained herein. By signing this Agreement, the undersigned Employer also agrees to be bound by the terms and conditions of any amendments, extensions, or changes in this Agreement that are agreed upon by the Union and the Employer Associations. Additionally, the undersigned Employer agrees to be bound by the terms and conditions of all subsequent and successor agreements to this Agreement negotiated by the Union and the Employer Associations, unless the undersigned Employer notifies the Union in writing of its desire to terminate this Agreement or any subsequent agreement at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the respective agreement. Further, the undersigned Employer agrees that notice served by the Union upon the Employer Associations and Mediation Service for reopening and termination or commencement of negotiations shall constitute appropriate notice upon and covering the undersigned Employer signatory hereto for all purposes. In no event shall the Employer Associations have an obligation to independently notify individual employers signatory to this Agreement.

LABORERS' LOCAL 670

101 A South Cherry Street
O'Fallon, IL. 62269
(618) 632-3021

BY Travis Craig
(Travis Craig)

TITLE Business Manager

8-1-19
(Date)

**SOUTHERN ILLINOIS BUILDERS
ASSOCIATION**

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

BY Donna Richter
(Donna Richter)

TITLE Chief Executive Officer

8/1/19
(Date)

LABORERS' LOCAL 742

P.O. Box 185
Mascoutah, IL. 62258
(618) 566-2264

BY Jason Johnson
(Jason Johnson)

TITLE Business Manager

8-1-19
(Date)

EMPLOYER:

COMPANY _____

ADDRESS _____

TELEPHONE NO. _____

FAX NO. _____

TO BE SIGNED BY OWNER OR CORPORATE OFFICER

BY _____
(Print Name)

(Title)

BY _____
(Signature)

(Date)

(Effective August 1, 2019 thru July 31, 2022)

APPENDIX A

**THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS,
THE CENTRAL ILLINOIS BUILDERS OF AGC
AND
THE SOUTHERN ILLINOIS BUILDERS ASSOCIATION
AND
THE SOUTHERN ILLINOIS CONTRACTORS ASSOCIATION
(THE "ASSOCIATIONS")**

AND

**THE GREAT PLAINS LABORERS' DISTRICT COUNCIL,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS'
DISTRICT COUNCIL AND
TWELVE COUNTIES SOUTHWESTERN ILLINOIS
LABORERS' DISTRICT COUNCIL
(THE "DISTRICT COUNCILS")**

SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

POLICY

EFFECTIVE: MAY 1, 2007

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EMPLOYEE NOTICE OF POLICY, CONSENT AND RELEASE	EXHIBIT A

**THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS,
THE CENTRAL ILLINOIS BUILDERS OF AGC AND
THE SOUTHERN ILLINOIS BUILDERS ASSOCIATION
THE SOUTHERN ILLINOIS CONTRACTORS ASSOCIATION
(THE “ASSOCIATIONS”)**

AND

**THE GREAT PLAINS LABORERS’ DISTRICT COUNCIL,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS’ DISTRICT COUNCIL AND
TWELVE COUNTIES SOUTHWESTERN ILLINOIS LABORERS’ DISTRICT COUNCIL
(THE “DISTRICT COUNCILS”)**

SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

**ARTICLE 1
PROGRAM OBJECTIVE**

The Associated General Contractors of Illinois, The Central Illinois Builders of AGC The Southern Illinois Builders Association, and the Southern Illinois Contractors Association, hereinafter called the “Associations” and other participating Employers who do not bargain through the aforementioned Contractor Association (Employers) and The Great Plains Laborers’ District Council, The Southern and Central Illinois Laborers’ District Council and Twelve Counties Southwestern Illinois Laborers’ District Council, hereinafter called the “District Councils” are committed to establishing and maintaining a drug-free workplace for every employee, both those covered under the Collective Bargaining Agreement (CBA) and those employees not under the CBA. As such, the objective of this Substance Abuse Testing and Assistance Program (Program) is to provide consistent, fair, and manageable procedures for drug and alcohol testing of employees that will be accepted by participating Employers and job site Owners, and to maintain a central database of participating individuals in order to expedite their employment and access to the Owner’s job site.

The purpose of the Program is to increase on-the-job safety and ensure high quality services and productivity to customers by denying job site presence to individuals whose abilities are impaired by drugs or alcohol and to the greatest extent possible, it is the objective of the District Councils, in coordination with the Local Unions, to provide and refer out drug-free Laborers to participating Employers. The types of testing conducted under this Program will involve enrollment, pre-access, random, post accident/incident, reasonable cause/suspicion, periodic, return to work, and probationary status/follow-up testing. This program, along with the Member Assistance Program (MAP), will:

1. Help produce a safe, healthful and drug-free workplace for all employees;
2. Educate employers and employees on the signs, symptoms and consequences of substance abuse;
3. Improve workplace safety and reduce substance abuse-related injuries and property damage;
4. Reduce substance abuse-related absenteeism and tardiness;
5. Refer employees with substance abuse problems to appropriate care and assistance;

6. Deter individuals from bringing, possessing, using, distributing or having in their systems alcohol or other drugs on work time or premises;
7. Improve the image of our industry;
8. Improve productivity and service quality.

ARTICLE 2 DEFINITIONS

As used in this Program, and unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine and the following terms shall have the following meanings:

1. **“Accident”** – Any event resulting in injury to a person requiring outside medical care or treatment or property damage to which an employee contributed as a direct or indirect cause.
2. **“Adulterated Test Result”** - The donor has tainted the specimen with a foreign contaminate, such as bleach, to prevent the detection by the laboratory of an illegal or controlled substance. An adulterated sample is considered an administrative positive and has the same consequences as a confirmed positive test result.
3. **“Alcohol”** – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.
4. **“Applicant”** – Any individual who will perform work and has been referred for hire by a Laborers’ Local Union and / or certain personnel as designated by the Employer (i.e. Superintendents, Foremen, etc.). As a condition of employment, all applicants must meet the applicable conditions of this Policy prior to employment.
5. **“Breath Alcohol Technician”** – A person trained to proficiency and certified in the use of Evidential Breath Testing device (EBT) in a DOT course.
6. **“Communicator”** – A Company and/or Union Representative(s) designated by the Company and/or Union to preserve the confidentiality of employee’s drug testing information.
7. **“Company Premises”** – Any and all property, facilities, land, parking lots, structures, and vehicles owned, leased, used or under the control of the Employer, and any job site to which the Employer assigns any Employee.
8. **“Diluted Test Result”** - A diluted test result means that the specific gravity of the specimen is 1.003 or less and the creatinine level is less than 20 mg/dl. The following are some of the causes for a diluted sample and the related procedures:

Causes

- a. Dialysis or chemotherapy;
- b. A kidney or pancreas disorder requiring medical attention;

- c. The individual is attempting to flush out his system of illegal substances. This requires an enormous amount of water to be consumed over approximately twenty-four (24) hours prior to providing a sample. The normal consumption of liquids or consuming liquids prior to testing will not cause a sample to be diluted.

Procedures

- a. A diluted specimen with a creatinine level of less than 20 mg/dl but greater than 5 mg/dl will require the employee to provide another sample within twenty-four (24) hours.
 - b. A diluted specimen with a creatinine level greater than or equal to 2 mg/dl, but less than or equal to 5 mg/dl will require the employee to provide another specimen within twenty-four (24) hours, under direct observation.
 - c. A diluted specimen with a creatinine level of less than 2 mg/dl will be ruled as a substituted specimen and will have the same consequences as a positive test result.
- 9. **“Employee”** – Any individual employed by the Employer who directly or indirectly performs work for a Customer.
 - 10. **“Employer”** – A Contractor who pays wages and benefits to an employee to directly or indirectly perform work for a Customer.
 - 11. **“Illegal/Unauthorized Drugs”** – Any drug that is illegal and/or the use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.
 - 12. **“Incident”** - An event which has all the attributes of an accident, except that no apparent or perceived harm was caused to person or property.
 - 13. **“Legal/Controlled Drugs”** – Any prescribed or over-the-counter drug, which has been legally prescribed / obtained and is being used for the purpose for which it was prescribed / manufactured.
 - 14. **“Medical Review Officer (MRO)”** - All urine samples confirmed, as non-negative by the laboratory shall be referred to a Medical Review Officer for interpretation and final confirmation. The MRO is a licensed physician who has knowledge of substance abuse disorders and has received the appropriate medical training to interpret and evaluate an individual’s positive test result as it relates to the Employee’s medical history and any other biomedical condition. The District Councils and the Associations have mutually chosen the MRO for this program.

15. **“Negative Test Result”** - A negative result indicates that the alcohol level is below .04 BAC and/or an illegal/unauthorized substance below the levels as described in this Program, has not been detected in the person’s specimen by the laboratory.
16. **“Non-Negative Test Result”** – A non-negative test result is a laboratory test result that indicates a substance(s) in the individual’s system but the result has not been confirmed as positive or negative by the MRO.
17. **“Not Consistent With Human Urine or Substituted Test Result”** - This test result is self-explanatory and is determined by the laboratory. A not consistent with human urine or substituted test result has the same consequences as a confirmed positive test result.
18. **“Positive Test Result”** - A positive test result indicates that the alcohol level is .04 BAC or above and/or the laboratory and MRO have confirmed an illegal/unauthorized drug(s) in the person’s system as described in this Program.
19. **“Possession”** - Actual or constructive care, custody, control or immediate access to illegal or unauthorized drugs or alcohol.
20. **“Prohibited Substances and Items”** include:

Illegal or legal drugs that have not been legally prescribed for the individual and controlled substances, “look-alike”, designer and synthetic drugs and mood or mind altering substances;

- a) Prescribed drugs used in a manner inconsistent with the prescription;
 - b) Alcoholic beverages; and
 - c) Substance paraphernalia in the possession of or being used by an employee on the job, excluding any substance or paraphernalia prescribed by a physician and being used in a manner consistent with the prescription.
21. **“Reasonable Cause”** – An employee’s excessive tardiness, excessive absenteeism, poor job performance, and/or erratic behavior such as noticeable imbalance, incoherence, and disorientation. This definition is only illustrative and would lead a trained person to reasonably suspect that an employee is “under the influence” of intoxicating liquor or illegal (or misused prescription) drugs requiring an objective criteria be used.
 22. **“Reasonable Suspicion”** - A belief based on objective and articulated, written facts sufficient to lead a supervisor, who has received the proper training, to suspect that drugs and / or alcohol might influence an individual’s behavior. **Reasonable Suspicion / Cause Documentation**, should be utilized when an Employee is suspected of alcohol and / or drug use by actions, appearance or conduct, which constitutes a noticeable change in the person's appearance and / or behavior. Employees testing for reasonable suspicion shall have the right to have their Job Steward notified.

23. **“Safety Sensitive”** - An exposure to operations where failure could result in serious harm to public or employee well-being, company property, or the environment. Supervisors of company personnel are included.
24. **“Substance Abuse Professional (SAP)”** – A Substance Abuse Professional is a person who meets one of the following requirements:
- i. Is a licensed physician (Doctor of Medicine or Osteopathy)
 - ii. Is a licensed or certified social worker
 - iii. Is a licensed or certified employee assistance professional
 - iv. Is a Drug and Alcohol Counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium on Alcohol and other Drug Abuse (ICRC)

In addition to meeting one of the above requirements, a SAP must also have the basic knowledge and qualification training that meets the requirements as defined in 49 CFR, Part 40.281, Subpart O of the Federal Motor Carriers Safety Regulations.

25. **“Substance Testing”** – Drug and alcohol analysis by means of breath, urine, blood, and/or saliva.
26. **“Third Party Administrator” (TPA)** – Construction Data Services (CDS) is an independent third party professional organization that will implement and monitor the Program and its contents, including, but not limited to, pre-access testing; collection sites; random selection; random testing; auditing of program integrity; and updating and maintaining the Program to keep pace with current and developing trends in the field of substance abuse and testing.
27. **“Under the Influence”** - The presence of a **PROHIBITED SUBSTANCE** in body fluids or breath that affects the individual in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty in maintaining balance. “Under the Influence” for alcohol refers to a breath alcohol content of .04 or greater.
28. **“Unsuitable Test Result”** - The laboratory determines that the specimen contains a foreign contaminate or the individual has ingested fluids to mask the illegal/unauthorized drug but the levels are not in the range to legally determine if the specimen is adulterated or substituted. An unsuitable test result will require the individual to provide another sample under observation.
29. **“Worker Status”** - CDS will maintain a database of employees indicating their current status in the Program. A worker's status shall indicate his compliance or non-compliance with the Program's terms and conditions as follow:
- a) **Active Status:** employees who have been subject to and have complied with the Program's terms and who therefore are eligible for immediate placement without having to take another drug test.

- b) **Inactive Status:** employees who have missed a random test through no fault of their own (not willful), or who have had a diluted or unsuitable test result and need to be re-tested.
- c) **No Test Status:** employees who have not provided a drug test under this program. Employees with a No Test Status will be subject to a random selection over a thirty-six (36) month period at an annualized rate of thirty-three (33%) percent. After thirty-six months, all remaining employees with a No Test Status will be required to provide a drug test.
- d) **Pending Status:** employees who have provided a specimen but the final results have not been received from the laboratory and/or MRO. Also includes an employee's temporary inclusion in the database pending the receipt of a post-accident, enrollment or random test result. **An Employer cannot refuse a referred employee based on that employee being listed in "Pending Status", unless test is due to post-accident or reasonable suspicion.**
- e) **Random Status:** employees who have been selected for a random drug test and have not yet been tested. **An Employer cannot refuse a referred employee based on that employee being listed in "Random Status".**
- f) **Reinstate Status:** employees who have been suspended for violation of the Policy and must complete the reinstatement requirements prior to being returned to Active status.

ARTICLE 3 PROGRAM STATEMENT

1. This is to notify all employees that the use, abuse, or reporting to work under the influence, bringing onto the worksite, the unlawful manufacture, distribution, possession, transfer, storage, concealment, transportation, promotion or sale of illegal and unauthorized drugs, controlled substances, alcoholic beverages or drug related paraphernalia by employees is strictly prohibited and is a violation of this Program and subject to disciplinary action, up to and including, immediate termination.
2. Employees using prescription medication, which according to their physician(s) has physical or mental side effects that 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.
3. Each employee must acknowledge in writing his acceptance of the Program and provide consent to be tested for drugs and alcohol and authorize release of the results to Construction Data Services (CDS) (the Third-Party Administrator), Communicators, the clinic, the laboratory, the MRO and the Union. An example of such consent form is attached, though any form chosen by CDS may be used.

ARTICLE 4
PROGRAM ADMINISTRATION AND AUDIT

The development, implementation and overall responsibility of this Program shall be the joint responsibility of the Employers and the Union.

CDS will provide the daily administration and management of the Program. CDS shall make testing records available so as to meet the requirements of federal, state and / or local agencies, the contractual requirements of Employers and upon request to the parties of a grievance initiated by the employee or Union.

To the extent that the District Councils promote, endorse, or are otherwise associated with the adoption and use of the CDS service in any employment context, CDS agrees to fully defend, hold harmless and indemnify The Great Plains Laborers' District Council, The Southern and Central Illinois Laborers' District Council, Twelve Counties Southwestern Illinois Laborers' District Council and their affiliated Local Unions and LECET Funds, The Associated General Contractors of Illinois, The Central Illinois Builders of AGC, Southern Illinois Builders Association, The Southern Illinois Contractors Association, The Masonry Institute, and Employer members and Communicators from any and all claims, damages, losses, lawsuits, verdicts, judgments, or other adverse consequences stemming from any action of CDS in respect to the work performance of its drug testing services, or any action or failure to act by any CDS employee, agent, or subcontractor under the operative Drug Testing Services Agreement to the fullest extent permitted by law.

CDS also will add the aforementioned parties as additional insured under any liability or liability by contract rider that it provides to Owners mandating or requiring drug testing services used under this Agreement. Furthermore, CDS agrees to provide the aforementioned parties with appropriate evidence of insurance coverage including certificates of insurance and liability policy riders in amounts sufficient to cover the potential loss and acceptable to the contracting parties in the local area.

ARTICLE 5
MEMBER ASSISTANCE PROGRAM (MAP)

The Program recognizes that chemical dependency and other medical behavioral conditions are highly complex problems, which often can be successfully treated. Each employee is responsible for seeking help before an alcohol or drug problem leads to disciplinary action. The employee's decision to seek assistance (Self-Referral) prior to a violation of the Program will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. Employees are encouraged to contact their Health and Welfare Program or the Midwest Region Laborers' Health and Safety Fund for assistance.

ARTICLE 6
TRAINING AND EDUCATION

1. Designated employees of the Employer and/or Union ("Communicators") will be provided training and education in their responsibilities and administration of the Program by CDS. The time and location of such training and education shall be determined by mutual agreement between CDS, the Employer and the Union.
2. CDS will provide training and education to supervisory personnel responsible for determining whether an employee must be tested based on reasonable cause/suspicion. Training shall cover the specific, contemporaneous physical, behavioral and performance indicators of drug and / or alcohol abuse.

ARTICLE 7
SUBSTANCE ABUSE TESTING PROTOCOLS

Employees will be required to undergo substance abuse testing to determine the use of any illegal or unauthorized drug, alcohol or substances prohibited by the Program.

- A. CONFIDENTIALITY:** An employee's expectation of privacy and confidentiality is a top priority of this Program. Accordingly, all testing records will be considered confidential and will only be released upon written consent of the employee, except that such information will be released, regardless of consent, upon issuance of a subpoena compelling release of such information from a duly situated and authorized administrative or judicial forum, to Workers Compensation carriers and the Unemployment Compensation Commission in which the test results are a material issue or the parties of a grievance initiated by the employee or Union in which the test results are a material issue.
- B. SAMPLE COLLECTIONS:** Certified Collection Specialists and Breath Alcohol Technicians will collect all samples, utilizing Substance Abuse and Mental Health Services Administration (SAMHSA) procedures to insure both proper chain of custody protocols and employee confidentiality. All samples will be collected with concern for each employee's personal privacy, dignity, and confidentiality. CDS will provide the following three (3) options for substance abuse collections:
1. **Mobile On-Site Collections:** CDS certified collectors may be available to conduct the substance abuse collections at the job site or the Employer's office
 2. **Clinical Collections:** CDS has made arrangements with clinical collection sites throughout the state of Illinois for testing of employees. These collection sites consist of Quest Diagnostics Laboratory facilities, hospitals and occupational medicine facilities.
 3. **CDS Office Collections:** If practical and feasible, CDS will consider establishing additional offices throughout the state of Illinois, which would provide other options for testing of workers.
 4. In the event the urine specimen collection process has started and the employee fails to produce a sufficient amount of urine in order for analysis to be performed, before the collection process can be deemed as a refusal to take a required drug test, the procedures as described in 49 CFR part 40.193 Subpart I of the Federal Motor Carrier Safety Regulations must be followed.
- C. TYPES OF TESTING TO BE CONDUCTED:** The following types of testing will be conducted by use of urine, blood, saliva or breath:
1. **Enrollment Testing:** New prospective employees are subject to drug and alcohol testing to ascertain whether an applicant is capable of safely performing the duties and meeting the prerequisites of the employment offered.

2. **Pre-Access Testing:** Employees shall remain subject to the testing requirements of the Customer for which they are working unless otherwise excluded by the Customer.
3. **Grandfathering:** The Company can “grandfather in“ workers who provided a negative drug and/or alcohol test within the previous ninety (90) days when the previous negative drug and alcohol test result **meets or exceeds** the standards of this Program as verified by CDS.
4. **Random Testing:** Employees and all individuals on Local Union Referral Lists shall be subject to unannounced random drug testing. Random selections will be made twelve times a year at an annualized rate of twenty-five (25%) percent. The Program may select a higher percentage of total participants during the months of March through October of each year. Random selections will be made by use of a computer generated numerical program designed to ensure that no employee can be singled out. A random test will be required of individuals who have not been tested within a thirty-six (36) month period from the last test date. Upon notification of workers selected for random testing, the Union Communicator shall, within twenty-four (24) hours, notify the Employer Communicator of individual(s) selected for testing. The Employer Communicator shall locate and notify the employee / member within seventy-two (72) hours. Once the Employer Communicator notifies the employee / member, the employee / member is required to immediately contact the Union Communicator to verify that he has been notified. Within eight (8) hours or prior to the end of the shift, the employee / member should then report to a collection site for testing. It shall be the Employer’s responsibility, if so desired, to obtain written verification showing date and time of notification, via employee signature, to substantiate Employer’s compliance regarding notification.
5. **Post-Accident / Incident Testing:** Employees shall be required to take a drug and alcohol test after having been involved in, or after causing, an accident or incident, which caused or could have caused personal injury or damage to equipment or property. Testing of employees will be consistently/equally applied to all employees. Drug and alcohol testing by use of blood will only be used for post-accident/incident testing and only when the employee is physically unable to provide a normal urine drug and/or breath test.

If testing under this policy is ever required of an employee who is in need of medical attention, necessary medical attention will not be delayed in order to collect the specimen. However, such an employee shall promptly, upon request, provide the necessary authorization for obtaining hospital reports and records and any other information at the time the need for medical attention and/or testing arose.

The Company will make transportation arrangements for any employee to be tested following the mandatory guidelines of the Department Health and Human Services (DHHS). The potentially affected employee should not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there

is no opportunity enroute to the collection site for the employee to ingest anything that could affect the results.

6. **Reasonable Suspicion/Cause Testing:** Employees will be subject to a drug and alcohol test based on reasonable and articulated belief that an employee is using or has recently abused drugs, alcohol or substances prohibited by this Program. A decision to test will be based on specific physical, behavioral or performance indicators and documented by a Supervisor who has received training in the detection of possible symptoms of drugs and alcohol use and must be witnessed by a second supervisor.

During the process of establishing reasonable cause for testing, the employee has the right to request that his on-site representative (Job Steward) be notified.

The Company will make transportation arrangements for any Employee to be tested following the mandatory guidelines of DHHS. The potentially affected employee should not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity enroute to the collection site for the employee to ingest anything that could affect the results.

7. **Periodic Testing:** A test will be required of individuals who have not been tested within a thirty-six (36) month period.
8. **Return To Work, Post Treatment, Rehabilitation Testing:** Employees shall be required to successfully pass a drug and alcohol test upon release from an approved rehabilitation and/or assessment program prior to being returned to work.
9. **Probationary Status / Follow-up Testing:** Individuals who have previously tested positive for drugs and/or alcohol and upon completion of the Reinstatement Requirements of the Program will be subject to additional random testing for a period of up to twenty-four (24) months at an annualized rate of fifty (50) percent. During this period, the Program has the right to conduct six of these additional random tests in the first twelve (12) months.
10. **Retest:** Individuals receiving a confirmed positive test result shall have the right to request that their original sample be retested by a SAMHSA certified laboratory of their choice. The request must be made to the MRO within twenty-four (24) hours of the notification of a confirmed positive test. The employee requesting the retest shall pay the initial cost for a retest in advance to the MRO.

In the event that said retest should prove to be negative, the employee shall be reimbursed for the cost of the test, paid any back wages lost, and made re-eligible for hire if work is available or reinstated as an employee provided work is available with the Employer.

11. **Federally Mandated Testing:** Any employee, for whom testing is mandated under a Federal Substance Abuse Testing Program, will remain subject to such testing notwithstanding the requirements of this Program.

D. SPECIMEN ANALYSIS: All samples collected under this program will be analyzed by a SAMHSA certified laboratory, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Said testing must screen, at a minimum, for the following substances and below the following levels to result in a negative test:

<u>Drugs Tested</u>	<u>(EMIT) Initial Test Cut-Off Level (ng/ml)</u>	<u>(GC/MS) Confirmation Test Cut-Off Level (ng/ml)</u>
Amphetamines	1000	500
Barbiturates	300	200
Benzodiazepines	300	200
Cannabinoids (Marijuana - THC)	50	15
Cocaine Metabolite	300	150
Methadone	300	200
Methaqualone	300	200
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Propoxyphene	300	200
Breath/Blood Alcohol Content (BAC)	.04%	.04%

1. **The Program shall have the right to change the drugs tested, the cut-off levels and the analysis procedures as new technology in substance abuse testing warrants.**
 2. **Workers who provide two (2) subsequent diluted test results under this Program will be required to seek medical assistance to determine if there is a valid medical reason for the diluted results. If a medical reason cannot be determined or if the worker refuses to seek medical assistance, the third (3rd) test and all remaining tests (if necessary) will be at the individual's expense.**
 3. **Any worker who provides an unsuitable test result will be required to have subsequent drug tests observed.**
 4. **Blood, saliva or breath screen tests are acceptable for alcohol testing.**
 5. **Saliva screening for alcohol will utilize the QED-A150, which gives a quantitative reading (a range of alcohol from 0 – 150 mg/dl). If the QED-A150 registers any level equal to or greater than 20 mg/dl (.02%), then a DOT-approved Breath Alcohol Test will be performed. A screening level less than 20 mg/dl (.04%) is considered negative.**
- E. RECORD KEEPING:** Hard copy testing results shall be maintained by the TPA for the following specified periods:
- Negative test results will be maintained for one (1) year
 - Positive test results will be maintained for five (5) years
 - Rehabilitation records will be maintained for five (5) years.

ARTICLE 8
POLICY VIOLATIONS

1) **The following are consequences for violation of the Policy (The consequences for violation under The Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program Substance Abuse and Drug Testing Apprentice Policy will supersede this Policy when an apprentice is tested under this Policy):**

- a) **First Violation of Policy:** An employee who tests positive for the first time will be ineligible for employment for fourteen (14) days from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- b) **Second Violation of Policy:** An employee who tests positive for the second time will be ineligible for employment for forty-five (45) days from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- c) **Third Violation of Policy:** An employee who tests positive for the third time will be ineligible for employment for six (6) months from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- d) **Violations of the Policy Greater than Three:** Each positive result greater than three will result in an additional one year ineligible period for each violation from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- e) An employee's failure to comply with any provisions of the Program shall be cause for disciplinary action, up to and including, immediate termination and / or removal from Local Union(s) Referral List(s).

2) **Determination for Violation of Policy:**

- 1. A confirmed positive drug and / or alcohol test result.
- 2. Failure or refusal to sign Notice of Policy and Consent to be tested.
- 3. Failure to contact the Medical Review Officer as directed.
- 4. Failure to report as directed for testing.
- 5. The use, possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any employee in the workplace with such ingested substances for non-medical reasons.
- 6. Working, reporting to work, being in the workplace, or in a Customer / Employer owned, leased or rented vehicle while "Under The Influence" of alcohol (.04 BAC or greater).
- 7. Switching, adulterating, or attempting to tamper with any sample submitted for drug or alcohol testing, or otherwise interfering or attempting to interfere with the testing process.
- 8. Refusal to submit a specimen for testing will be viewed as a positive test and will carry with it the same consequences as specimens tested and confirmed as positive.

9. The use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.

3) Confirmed Positive Test Results:

A. MEDICAL REVIEW OFFICER NOTIFICATION (MRO)

After the reporting of a non-negative test by the laboratory, it will be necessary for the MRO to speak with the employee to allow the individual the opportunity to provide documentation for any legal/controlled drug(s). Employees who fail to contact the MRO within two (2) days of their notification will be reported as a non-contact positive, and will carry the same consequences as a confirmed positive test.

B. ILLEGAL AND/OR CONTROLLED SUBSTANCES

Any employee who receives a confirmed positive test result for a substance prohibited by the Program will be subject to disciplinary action, up to and including, immediate termination.

C. ALCOHOLIC OR INTOXICATING BEVERAGES

The following actions of an employee that involve alcoholic beverages are prohibited by the Program and any violation thereof and the employee will be subject to disciplinary action, up to and including, immediate termination:

- a. The consumption, possession, manufacture, distribution, use or sale of any alcoholic beverage while on or in the workplace is prohibited.
- b. The performance or attempted performance of any job function or the operation of any Owner and/or Employer property or equipment while "Under the Influence" of Alcohol.
- c. An alcohol test and confirmation result of .04 BAC or greater.

4) Reinstatement Requirements:

An individual with a confirmed positive test result cannot return to work until all of the following conditions are satisfied and if work is available:

1. The Substance Abuse Professional (SAP) notifies CDS in writing that the individual has completed or is actively participating in a Program/Company approved drug and/or alcohol assessment, treatment, and/or counseling program and that the individual is released to return to duty.
2. The employee agrees prior to returning to work to submit to a drug and alcohol test through CDS to determine the existence of foreign substances and alcohol within the system and such test is negative. The employee will be responsible for all costs incurred for this drug and alcohol test.

3. The individual agrees in writing to CDS to continue the prescribed treatment, counseling or rehabilitation as required by the SAP. If the individual does not complete the required treatment, he/she will be subject to disciplinary action, up to and including immediate termination.
4. The individual agrees to be subject to Probationary Status/Follow-up Testing.

5) Probationary Status/Follow-up Testing:

Upon completion of the reinstatement requirements, individuals will be subject to additional random testing at an annualized rate of fifty (50) percent for a period of up to twenty-four (24) months. During this period, the Program has the right to conduct six of these additional random tests in the first twelve (12) months. Any and all additional tests performed during the Probationary Status / Follow-up Testing period will be at the employee's expense.

ARTICLE 9
GRIEVANCE

All aspects of this Policy and Program shall be subject to the grievance procedure of the applicable Collective Bargaining Agreement.

ARTICLE 10
COST OF COLLECTION AND TESTING

1. The contributions to Laborers' – Employers' Cooperation and Education Trust Funds by signatory Employers will be used to fund this Program. CDS, as the Third Party Administrator, shall submit an itemized statement for the number of tests performed under this Program each month.
2. Any employee who loses time from working in order to provide a specimen(s) for drug and alcohol testing related to random, post-accident or reasonable cause will be paid wages and benefits by the Employer for the actual time lost until the end of the regular shift, only if employee is released during his regular scheduled working hours and if the test results are negative. No wages or benefits will be paid for enrollment testing.
3. Employers failing to give notice to an employee to report for a random drug test when so notified shall be required to pay an amount equal to four (4) hours of wages and benefits for each employee that is not so directed at the wage and benefit rate as set forth in current Wage Addendums and made part of the Agreement; such amount shall be payable to the relevant LECET Fund. It shall be the Employer's responsibility, if so desired, to obtain written verification showing date and time of notification, via employee signature, to substantiate Employer's compliance regarding notification.