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**AGREEMENT**

negotiated by and between

**THE SOUTHERN ILLINOIS BUILDERS ASSOCIATION**

and

**VARIOUS INDEPENDENT CONTRACTORS**

and

**SOUTHERN & CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL**

on behalf of its Affiliated Local Unions

covering

**BUILDING CONSTRUCTION  
IN HIGHWAY DISTRICT #7 AND #9**

**APRIL 1, 2003 - MAY 6, 2008**

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# MEMORANDUM OF AGREEMENT

## ARTICLE 1

### SECTION 1: PARTIES TO CONTRACT

This Memorandum of Agreement made and entered into by and between the SOUTHERN ILLINOIS BUILDERS ASSOCIATION, hereinafter referred to as the Employer and the SOUTHERN & CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL, affiliated with the Laborers' International Union of North America AFL-CIO, hereinafter referred to as the Union, having jurisdiction over the Illinois counties for all Building Work in Area 7 & and for all Building Work in Area 9.

### SECTION 2: UNION SECURITY

All present employees who are or become members of the Union shall remain members as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment after seven (7) days following the beginning of their employment or the effective date of this contract, whichever is the later, as authorized in Section 8 (a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice discharge such employee. Provided further, that no Employer or the Union shall discriminate against any Employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership. Recognizing that the Construction Craft Laborer is an apprenticeable craft and that all new members must make application through the apprenticeship program.

## ARTICLE 2

### SECTION 1: TERRITORY COVERED

It is agreed that this Contract shall cover all Building Work in Area 7 in the following Illinois counties: Jefferson, Effingham, Hamilton, Clay, Jasper, Crawford, Lawrence, Wabash, White, Richland, Wayne, Edwards, Fayette and Marion;

It is also agreed that this contract shall cover all Building, Heavy and Highway Work in Area 9 in Alexander, Franklin, Gallatin, Hardin, Jackson, Johnson, Massac, Perry, Union, Pope, Pulaski, Saline and Williamson Counties.

## ARTICLE 3

### SECTION 1: UNION SHOP

(a) The Parties of the first part hereinafter referred to as the contractors agree to operate their project under the Union Shop, under the provisions of the Labor Management Relations Act of 1947, as amended.

(b) Both parties of this Agreement believe that a uniform agreement, if adopted by all employees and union would further the interests of the construction industry and agree to use their best effort, to bring about such actions, and further believe such a uniform agreement arrived at by collective bargaining will enhance a more uniform agreement regulating hours, wages and conditions of employment within the counties enumerated in Article 2.

(c) It is further agreed that neither party can give or assign any portion of the laborer's work to any Craft or Organization without the written consent of the other party.

## SECTION 2: REFERRAL CLAUSE

The Union and the Employer recognize that the Union is in a position to aid the Employer in recruiting needed laborers who can meet the standard of the trade and who can promote the efficiency and safety of operations of the Employer, and shall use the facilities of the Union referral offices to recruit job applicants for employment.

(a) For all work within a District in which the employee's home local is situated (District 7 or District 9), the Employer shall be allowed key men to include the second (2nd), third (3rd), and sixth (6th) men employed. This provision only applies if all key men are from the same district as the second (2nd) key man (that being all key men must either be from District 7 or all must be from District 9-not from a combination of both districts).

If an Employee works outside of his district, then the Employer shall follow the following regarding key men: Allowed key men shall be the second (2nd), fourth (4th), sixth (6th) and eighth (8th) men employed.

Any additional number of key men shall be determined at a pre-job conference or any agreement between the Employer and the Business Representative of the Union. The Employer shall notify the Union of its need for all other laborers. The Employer shall not recruit or hire applicants directly. A key man shall have twelve (12) months experience working as a laborer during the past five (5) years and must be from the geographical area covered by this agreement.

(b) Employers may request former laborers for referral to a job or project, and the Union referral office shall refer said former employees to the job or project provided they are properly registered applicants in the referral office, are available for work at the time of the request, and have been employed by the requesting Employer in the geographical area of the referral office within twelve (12) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such former employees.

Employers may have free mobility of laborers' within a local unions jurisdiction, provided they are members of that local union. The local union retains its rights under Article 21 of this Agreement regarding appointment of stewards.

(c) The Employer retains the right to accept or reject, employ or not employ any job applicant referred, provided just cause is received by the Union in writing.

(d) The Employer shall have the right to determine the qualifications of his employees and shall have the right to hire and discharge accordingly. Hiring of employees shall be on a non-discriminatory basis, and shall in no way be affected by the Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

(e) Registration and referral of applicants shall be on a non-discriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. There shall be no discrimination by the Union or the Contractor, against any laborer or applicant for employment with respect to hiring, firing, rate of pay, work assignment, or any term or condition of employment, for reasons of race, religion, color, sex, age or national origin.

(f) The Employer in requesting referrals shall specify to the Union (1) the number of journeymen and apprentices required; (2) the location of the project; (3) the nature and type of construction, demolition, etc. involved; (4) the work to be performed, and (5) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of qualified applicants. All referral requests shall be made in writing. If the request is made by phone it shall be followed up in writing within 48 hours.

(g) The Union shall register and refer all applicants for employment covered by this contract, on the following basis:

(h) The Union shall require all job applicants to submit a resume in writing on forms, of their experience and qualifications, in order to determine their ability and whether they are qualified to perform the requisite work of the laborers.

(i) The Union shall maintain list which shall contain the names of applicants in the order in which they register for employment. The hours of registration and the rules of procedure of registration and referral shall be posted where such notices are customarily posted, including the office where referrals are made.

(j) The Union shall refer applicants in the order of their places on the said list and by qualifications. Any applicant who is rejected by the employer to whom he was referred, shall be restored to his place on the list. When any referred applicant is actually employed on a job for more than three (3) days, such referred applicant's name shall be removed from the said list until such time as his employment has been terminated, at which time his name shall be placed at the bottom of the list. If a registrant, referred for employment in regular order, refuses to accept such referral or employment, his name shall be placed at the bottom of the list.

(k) Neither the Union, its agents, nor the referral office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists, if such applicant is not available when referrals are made.

(l) The Employer may request laborers possessing special skills and abilities, in which case the Union shall refer the first applicant on the list who possesses such special skills and abilities. The Employer shall confirm such request in writing to the Union, within twenty-four (24) hours following an oral request.

(m) In the event that the Local Union is unable to fulfill the request of an employer for qualified Laborers within 24 hours after such request for referral is made by such employer (Saturdays, Sundays and Holidays excepted) the employer shall request applicants from the District Council.

(n) A referred applicant shall be considered an employee only after being actually hired by the Employer. In case an Employer finds just cause to discharge a worker, who has been employed and whose work has proved unsatisfactory, the Employer must inform such employee and the Local Union the reason for such discharge in writing.

(o) In the event that any job applicant shall claim discrimination, he may, within ten (10) days following the occurrence of the event which constitutes the basis for his claim, file with the parties so charged a written complaint clearly and specifically setting forth the discrimination charged. The other party shall be notified immediately and given a copy of the complaint. A tribunal consisting of a representative of the Employer and a representative of the Union and an impartial chairman appointed by the Employer and the Union jointly shall consider the complaint within three (3) days and render a decision which will be final and binding. The tribunal is authorized to make and issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of this article, and its decision will be in accord with the Labor Management Relations Act, as amended.

(p) The parties to this contract shall post in places where notices to employees and applicants for employment are customarily posted, all provisions of this contract relating to referral procedure and Union Security.

(q) The Employer shall recognize the Union referral office in the geographical area in which the job or project is located. When a job or project is located within the geographical area of more than one local union, the determination of the number of employees to be procured through referral from offices of the respective unions, shall be made by agreement of the business representative of the Union and the Employer at a pre-job conference provided that such agreement does not conflict with any State and Federal law. In the event that the said parties are unable to reach an agreement on the questions, the issue shall be submitted under the Grievance and Arbitration Article of this contract.

(r) The Employer shall have and retain the full and unrestricted right to employ any job applicant procured, recruited or referred by the Union under this Article.

(s) It is the intent of both parties to this contract to comply fully with all State and Federal statutes and decisions. If it is found by any Board or Court of competent jurisdiction, that any clause, phrase, paragraph or section of the contract is in conflict with any such State and Federal Law then such clause, phrase, paragraph or section shall be void, and both parties agree to immediately meet and negotiate for the replacement of such clause, phrase, paragraph or section to conform to such law. All other clauses, phrases, paragraph or section of this contract, not so found to be in conflict with such laws, shall be and remain in full force and effect. It is further agreed that the liability of the employers who accept, adopt or sign this Agreement, or a facsimile thereof, shall be several and not joint, and the liability of the Laborers' Local Unions, who accept, adopt or sign this Agreement or a facsimile thereof, shall be several and not joint.

### SECTION 3: JURISDICTIONAL DISPUTES

(a) The Employer shall assign work on the basis of traditional craft jurisdictional lines. Jurisdictional assignments shall be made on the basis of agreements of record, established trade agreements and prevailing area practices.

(b) All questions, complaints or disputes dealing with craft jurisdiction shall be referred to the business representatives of the Unions involved in the jurisdictional disputes and to the Employer's authorized representative, who shall then meet at a location acceptable to all parties.

(c) Jurisdictional disputes which cannot be resolved at the local level shall be referred to the International Unions involved for a determination. Pending such determination, the work will continue as assigned by the Employer. Any determination made pursuant to this provision shall be final and binding on the disputing unions and the involved Employer on this project only. Such a determination shall not establish a precedent on other project sites. In resolving such disputes, it will be recognized that the Employer continues to determine crew sizes.

### ARTICLE 4

#### SECTION 1: CLASSES OF WORK

It is agreed that this Contract shall apply to all common and semi-skilled labor on all classes of construction work.

(a) Building Construction: Building Construction shall include the construction of building structures, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of and excavation and foundations for building construction and refineries.

(b) Highway Construction: Highway Construction shall include the construction of roads, streets, alleys, sidewalks, guard rails, fences, parkways, parking areas, airports, bridle paths, athletic fields, highway bridges, grade separations involving highways, light construction, sewage and waterworks improvements incidental to street and highway improvements. Work connected and related to the installation of imbedded reflectors in new and existing highways.

(c) Heavy and Utilities Construction: Heavy and Utilities Construction shall include railroad construction projects, heavy construction and railroad bridges, heavy construction sewers and water mains, grade separations involving a railroad, foundations, pile driving, piers, abutments, retaining walls, viaducts, tunnels, subways, track elevation, elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, hydro-electric development, transmission lines, pipe lines, locks, dams, dikes, levees, revetments, channels, channel cut-offs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites (excluding paving operations), excavation and disposal by contract of over burden and the loading by contract of all material from which the over burden has been removed, including the operation maintenance and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with serving the aforementioned work and services not including Building Construction.



(d) Environmental Work: The work jurisdiction of all laborers shall be recognized for work connected with asbestos abatement and removal, hazardous and toxic waste cleanup and removal, and lead base paint abatement and removal. Atomic remediation and microbial remediation. Laborers shall do all demolition and clean-up in relation to the above mentioned types of work.

## SECTION 2: SCOPE OF WORK

It is further agreed that in addition to ordinary work laborers shall control the following classes of work: wrecking, stripping, cleaning, moving, and oiling of all concrete forms, cutting off concrete pile; digging and laying of conduit lines and sewer tile; all labor work on all machines, head form setter, hand grade operators; blasters; vibrators; puddlers, cement handlers, jack hammer men; swampers for tractors, trucks, draglines, cranes and ditching machines, asphalt rakers; men on platform of asphalt plant and asphalt machines; setting, lining and leveling of all forms, wood, iron or other materials; laying and assembling of temporary water lines and dismantling of same, and all connections; tenders to carpenters; laying of steel mesh and setting center and expansion joints; handling of bull float when used for strike-off log; all work of drill running and blasting including running of wagon drills, setting up of batching plants and manning of all batch hoppers; including cement hoppers, signal men in all construction work defined herein; manning and servicing of all vibrators; unloading, distributing, laying and making of the joints of all temporary water lines; unloading, distributing, laying and making of joints on all sewer tile; all dirt spotters, all work pertaining to concrete. All work pertaining to aggregate hoppers and batching men on batch plants, both manual and automatic, all labor work pertaining to pre-cast and pre-stressed concrete; all work pertaining to the dumping of all slip scrapers; all submarine cable; all tunnel work and compressed air work, the National Tunnel Agreement to apply to all tunnel and compressed air work; all flagmen; salamander tenders; sprinklers, water boys; watchmen or guards, men filling and distributing lights and all lanterns; manning and servicing on all power operated and hand chain saws: chain men and rod men, concrete saws, membrane curing spraying machine, applying of all mastic used. Deck hands on barges and power boats. All work pertaining to asbestos and hazardous waste removal and abatement and lead base paint removal and abatement. The placing of all reinforcement bars, mesh and all other reinforcement material in roads, streets, curbs, slope walls, driveways and alleys. All walk behind or remote control, concrete saws; rollers, tampers, and compactors. Signal men in all construction work defined herein including watchmen. All work related to grade checking including eye levels, laser beam set-up and alignment. Laying, joining and pointing of all sewer tile and lines. Destruction of all brush and trees when and if destroyed including manning of fans, chipping machines, accelerants, trimmers and stackers. Propane heaters, generators, and tending of all the equipment related to heating and curing of concrete. Concrete conveyance machines. All work on pre-cast and pre-stressed concrete including drilling and grouting. All laborers' work in connection with the distribution of all materials on the job site, including the operation of vehicles to distribute men and tools. The operation of water pumps 4" and under. All laborers work in connection with dewatering systems.

The cleaning of all bathtubs, sinks and kitchen equipment.

The Employer shall determine when the above classifications are needed. It is agreed that the jurisdiction of work covered by this agreement is that provided for in the charter grant issued by the American Federation of Labor to the Laborers' International Union of North America.

Subject to the preceding paragraph, it is agreed that laborers work shall include the following: All laborers work, common and semi-skilled shall be assigned to Laborers in connection with the following on building construction projects.

Where productive and efficient, Laborers' shall serve as tenders for masons, plasterers, tuck pointers, cement finishers, carpenters and other building and construction crafts and mixing, handling and conveying of all material used by masons, plasterers, carpenters and other building construction crafts, whether done by hand or any other process; drying of plaster when done by salamander heat and cleaning and clearing of all debris, building of scaffolding and staging for masons and plasterers; excavation for buildings and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, dams dikes and cofferdams; the mixing, handling, conveying, pouring, tamping, vibrating, gunniting and otherwise applying concrete on all construction, whether done by hand or any other process; stripping, dismantling, cleaning, oiling and handling of all concrete forms and false work, pouring of centers of fire-proofing purpose, the servicing of vibrators; cutting off of concrete pile; weighing, dumping and blocking and mechanical strike off; all labor work to be done by laborers on all machines puddling and manning of all batch hoppers, the laying of steel mesh, the handling, unloading and carrying to place of installation of all rods and material for use in reinforced concrete construction, the hoisting of these materials shall be done by laborers except when a derrick or outrigger operated by other than hand power is used. The operating of concrete mixers where no hoist is used, work in excavation preparation, concreting, paving, asphalt, brick and mastic paving, ramming, curbing, flagging, and servicing of streets, ways, court, bridges, underpasses, and the grading and landscaping thereof, and other semi and unskilled labor work connected therewith, the laying of steel mesh and setting of center steel and expansion joints, digging, and laying of conduit lines and sewer pipes, the clearing for pools and right of ways for construction, the laying, assembling and dismantling of temporary water lines, the setting, lining and leveling of forms, whether wood, iron or other material, common and semi-skilled labor connected with asphalt, cutting of streets and alleys for laying of conduits, digging of trenches and manholes, etc., handling and conveying of material for same, construction of sewer, shafts, tunnels, subways, dams, dikes, cofferdams, culverts and flood controls, underpinning and shoring, the raising and moving of all structures, drilling, jack hammering and blasting compressed air construction, signal men, laborers in factories and mills, the clearing excavation, blade operating backfilling, filling, grading and landscaping of parks, parking lots and other sites, laborers in shipyard, material yards, junkyards, asphalt plants, concrete plants, cemeteries and the cleaning of street ways and sewers and other work of a semi and unskilled nature, driller, blaster, signal men and laborers in quarries, crushed stone yards, sand and gravel pits, the wrecking of building, scaffolds and all structures, the cutting and breaking of holes in masonry walls over three feet by seven feet (3 ft. by 7 ft), the operating of cutting torches, handling and distributing pipe on water lines, the firing of boilers under fifteen pounds pressure, after inspection to dry plaster or other material when building are under construction. The handling and firing of tar kettles, flagmen, watchman, salamander tenders, sprinkler and men filling and lighting flares, cleaning of all new buildings and washing and cleaning of all windows and landscaping of all new existing buildings. In addition to the foregoing, all work included in the Laborers' International Union of North America "manual of jurisdiction."

Certain Laborers' shall be classified as "Concrete Specialists/Plasterer Specialists". The Concrete Specialist/Plasterer Specialist shall perform all work assigned them relating to, but not limited to: the pouring, striking off, finishing of all concrete surfaces, also concrete rubbing, edging, forming up, driving stakes, bull floats, etc.

Concrete Specialists/Plasterer Specialists shall have mobility to move through-out the geographical area of District #7 and #9 provided this movement is restricted to the work of the Concrete Specialists/Plasterer Specialists.

• Concrete Specialists/Plasterer Specialists agree to furnish their own small hand tools, such as float and trowel and the Contractor agrees to furnish any large tools and special edgers required, also rubbing stones with handles, brushes, buckets and cork floats or rubber floats and respirators according to state and federal law.

### SECTION 3: CONFLICTING CLAIMS TO WORK

In the event the Union and another trade or trades claim the same work on the job site of a signatory contractor, the parties agree that:

(A) there will be no picketing (including area standards publicity of any kind), boycotts, stoppages of work or lockouts; and

(B) the contractor may make the work assignment subject to the right of the Union to grieve and arbitrate the dispute.

In the event of a Union grievance or arbitration of such a dispute, the following shall apply:

(1) all trades claiming the work must participate in the grievance process;

(2) the contractor and interested trades agree to submit the dispute to the National Labor Relations Board for an expedited decision on the work assignment. If the National Labor Relations Board refuses to resolve the dispute, an alternative impartial umpire or arbiter shall be selected by mutual agreement or (if the parties are unable to agree on the umpire) the contractor shall designate the umpire. The work shall be awarded based upon the factors utilized by the National Labor Relations Board in jurisdictional dispute proceedings, i.e. (a) certification and collective bargaining agreements; (b) efficiency and economy of operations; (c) relative skills and safety; (d) area and industry practice; and (e) the contractor's practice and preference.

(3) the contractor will pay wages and fringe benefits on behalf of the workers who were assigned the work by the contractor unless and until there is a final decision awarding the work to a different trade;

(4) the contractor will not be liable for back wages, fringe benefit contributions or union dues as to any other workers or members of another trade for any periods prior to the date any decision awarding the work to these other workers or trade becomes final;

(5) if the contractor refuses to adjust work assignments necessary to comply with any decision, then the contractor will be liable for back wages, fringe benefit contributions and checkoff of union dues commencing on the date of finality of the decision and continuing through the date of compliance with the decision or the end of the project, whichever comes first.

## ARTICLE 5

### SECTION 1: NOTIFICATION OF NO WORK

It shall be the duty of the foreman to notify the steward and the duty of the steward to ascertain from the foreman thirty (30) minutes before quitting time in the evening or at the end of the shift when there will be no work the following day. If the laborers return to work on the following day they shall receive two (2) hours show up time. If the laborers start to work they shall be paid four (4) hours. If any work is performed over four (4) hours, the laborers shall receive eight (8) hours pay.

### SECTION 2: INCLEMENT WEATHER

When inclement weather prevails, the employer shall notify the Laborers and Local Union at least one (1) hour before the regular starting time. When more than four (4) laborers are employed on a project the local union and/or the steward will assist the employer in the notification of no work. This shall be arranged at a pre-job conference.

Failure to do so will make the Employer liable for one (1) hour reporting time and if the laborers are held on the job for more than one (1) hour, they shall receive two (2) hours pay, and if the laborers are held on the job more than two (2) hours, they shall receive pay for actual time held on the job. The Employer may hold the laborers on the job but shall not require them to perform work in inclement weather such as rain, sleet or snow. If work is started and then weathered out or a situation regarding equipment breakdown, laborers shall receive two hours pay and then after two hours shall receive pay for actual hours worked. The reporting time for Saturdays, Sundays and Holidays shall be as stated above.

## ARTICLE 6

### SECTION 1: MANAGEMENT RIGHTS

It is understood and agreed that the direction of the working forces and the right to hire, discharge for just cause, suspend, transfer, lay off, promote, demote or relieve employees of their duty shall be vested exclusively in the Employer.

### SECTION 2: DETERMINING NUMBER OF EMPLOYEES

The Employer shall have the right to determine the number of laborers any certain operation or portion of work shall require.

## ARTICLE 7

### SECTION 1: WORK HOURS

A maximum of eight (8) hours shall constitute a day's work and same shall be between the hours of 7:00 a.m. and 5:00 p.m., starting time once established may not be changed except by mutual agreement. Agreements may be made between the Employer and Business Manager of the local in whose jurisdiction the work is being performed regarding the starting and quitting time, also relative to one or more shifts, but in no case shall the hours of labor exceed forty (40) hours per week

at the regular rate of pay. The employer may at his discretion, cause work on any project to be done in two or more shifts, however, when shift work is commenced, it must be carried on for two or more days. When working three shifts, the working day shall be seven and one half (7 1/2) hours each and the laborers shall work seven and one-half (7 1/2) hours and receive eight (8) hours pay at the basic rate of pay.

## SECTION 2: TEN HOUR DAY SCHEDULE

Where not prohibited by law, and upon forty-eight (48) hour notification to the Union, the Contractor may choose the option of working four (4) ten (10) hours days, Monday through Friday, at straight time. Overtime is to be paid at the rate of one and one-half (1 1/2) times the basic wage rate for all hours worked over ten (10) in a day or over forty (40) in a week. There will be no pyramiding of overtime in the Agreement. In the event inclement weather or equipment breakdown causes loss of time during these five (5) days, Friday may be used to make the remaining hours needed to complete a forty (40) hour week, however, no employee required to work Friday shall be scheduled to work less than an eight (8) hour shift, with all hours in excess of forty (40) for the work week being paid at the applicable overtime rate.

The Employer agrees that when using this option it shall be for the duration of the job or until the employer notifies the Business Manager, one (1) week in advance, that the Employer elects to return to a five (5) day, eight (8) hour schedule for the duration of the job, and can not be changed again unless mutually agreed upon by the Business Manager and the Employer.

## SECTION 3: LUNCH PERIOD

Laborers' lunch period shall be a thirty (30) minute period between the hours of 11:00 a.m. and 1:00 p.m.; and once a lunch period has been established it may not be changed except by a mutual agreement. Any laborer who works through any part of said lunch period shall be paid at the rate of time and one-half (1/2) for such period.

## SECTION 4: BREAKS

Laborers employed in the removal of hazardous and toxic waste, asbestos abatement and removal, and lead-based paint abatement and removal shall receive a minimum paid break of thirty (30) minutes during each four (4) hour period.

## SECTION 5: NIGHT WORK

Night work or any work where it is necessary to work outside of the regular work day shall be done at one dollar fifty cents (\$1.50) per hour in addition to the regular hourly rate after mutual agreement between the Employer and the Union. This shall not apply to any work where agreements exist or to any work where Laborers are employed during the day. The night premium rate shall be paid for all hours worked and shall be used as the base rate for all overtime pay. On night work and jobs with irregular hours a thirty (30) minute lunch break shall be taken every four (4) hours.

## ARTICLE 8

### SECTION 1: OVERTIME

All time worked over eight (8) hours on any regular work day shall be paid at the rate of time and one-half the regular rate of pay. All work on Sundays, and all legal Holidays shall be paid at the rate of double the basic rate of pay. All Saturday work, time and one-half the basic rate of pay. When laborers are ordered out on Saturdays, Sundays and Holidays they shall be scheduled for and receive a minimum of two (2) hours pay. If work is performed beyond two (2) hours they shall receive pay for actual time worked.

Eight (8) hours shall constitute a regular day's work and forty (40) hours shall constitute a regular week's work. It is mutually agreed by both parties to this Agreement that the regular hourly rate of wages shall apply to all hours worked during a regular day's work and/or for all hours worked during a regular week's work. It is further mutually agreed that the regular hourly rate of wages are those set forth in Article 23 of this Agreement.

It is mutually agreed by both parties to this Agreement that the regular overtime rate of wages shall apply on all overtime work. It is further agreed by both parties to this Agreement that overtime work shall be defined as work performed in excess of a regular day's work, or in excess of a regular week's work including work performed on Saturday's, Sunday's or holidays designated in Article 11. It is further agreed by both parties to this Agreement that it is definitely contrary to the intent of this Agreement to pay or receive the regular overtime rate of wages twice for the same hours worked.

It is further mutually agreed that no provisions in this Agreement is written with the intent or thought of evading any State and Federal Statute; each provision is written and agreed to with the sole purpose of definitely showing the intent of both contracting parties.

In the event that any article, paragraph or section of this contract and any amendments thereof shall be invalid with any State and Federal Law, then neither of the parties hereto shall be bound thereby, but the said article, paragraph, and section shall be deemed to be separable and the invalidity of any portion thereof shall not affect the validity of the remainder of the contract.

## ARTICLE 9

### SECTION 1: HOLIDAYS

Holidays recognizes under this contract are: Sundays, New Year's Day,, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. A holiday shall be from midnight to midnight.

In the event any of the recognized holidays fall on Sunday, it shall be observed on the following Monday and work performed shall be paid at the rate of double the basic rate of pay.

## ARTICLE 10

### SECTION 1: STOPPAGE AND FINISHING DAY'S WORK

Should some unforeseen stoppage or accident occur to some machine near the end of the day and it can be repaired and put into operation again by or before the ordinary quitting time, and the men are held on the job with pay during the stoppage, then all work shall be finished by men remaining on the job at the rate of pay specified in Article 8.

## ARTICLE 11

### SECTION 1: ARBITRATION

(a) There shall be no stoppage of work on account of any differences that might occur between the Employer and the Union.

(b) Any dispute which may arise between the parties hereto, or between any particular Employer or local union covered by this Agreement, shall be resolved in the following manner:

(1) All grievances will be submitted to the steward and the Employer's designated representative for settlement. If these two persons cannot settle the dispute within twenty-four (24) hours, then the matter shall be presented in writing within five (5) working days to the Employer or Union by the party pressing the grievance.

(2) If the matter or question cannot be settled by a representative of the Employer and the Business Manager within forty-eight (48) hours, then the matter shall be referred to a joint committee consisting of two (2) appointed by the Employer and two (2) appointed by the Union.

(3) These individuals shall meet within five (5) working days and hear and consider the matter in good faith to the best of their ability attempt to reach a majority decision on the merits of the dispute, which the decision shall be final and binding.

(4) In the event the joint committee fails to reach a majority decision within forty-eight (48) hours, then the party pressing the grievance shall petition the Federal Mediation and Conciliation Service to furnish a panel of seven (7) from which panel an impartial arbitrator shall be selected to hear the original written grievance and make a decision which shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the impartial arbitrator shall be borne equally by both parties.

(5) In rendering his decision, the arbitrator shall not have the authority to add to or subtract from or modify or amend any provision of the Agreement. Such decision shall be rendered within twenty-four (24) hours after the hearing is concluded.

(6) The parties agree that no grievance shall be considered which has not been presented within the time limits as described above. The time limits set forth herein, may be extended by mutual agreement of the parties.

(7) It is understood that bargaining with respect to change of wage rates or other conditions of employment upon termination of this Agreement is not a grievance hereunder or subject to arbitration.

## SECTION 2: PROTECTION OF RIGHTS

It shall not be a violation of this agreement nor cause for discharge or discipline if any 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 12

### SECTION 1: PAY DAYS AND CHECK CHARGE

The Employer shall pay the laborers once every week and pay shall be in full up to Wednesday night, except where State or Federal regulations demand the payroll reports shall be by calendar week in which case pay day shall not be more than three (3) work days after the pay period. The Employer shall furnish all employees with written proof of payroll deductions or check stub. If paid by check, the employer is liable for any exchange charges.

## ARTICLE 13

### SECTION 1: FAILURE TO PAY

Should an Employer fail, refuse or neglect to pay any laborer covered under this agreement on the regular pay day, the local Business Manager shall make a demand for payment upon the employer and if the laborers are not paid within one (1) hour they shall be paid waiting time, unless, however, the delayed payment is a question of dispute subject to arbitration.

## ARTICLE 14

### SECTION 1: REMAINING ON THE JOB

If the employer requires the laborer to remain on the job during a stoppage of work, they must be paid continuous time.

## ARTICLE 15

### SECTION 1: MEN DISCHARGED

If any laborers are discharged, they must receive pay immediately at the plant office at the job. If required to wait, waiting time at the regular rate must be paid. If any laborer is laid-off permanently and the Employer does not have facilities at the job site to prepare payroll checks, the laborer's pay check shall be mailed to his home address within twenty-four (24) hours.

## ARTICLE 16

### SECTION 1: PROOF OF COMPENSATION

The Employer must satisfy the organization that the men are properly covered with Compensation Insurance, when called to do so by the Union.



## **ARTICLE 17**

### **SECTION 1: ICE WATER**

It is agreed that ice water will be furnished by the Employer, and such water must be kept in a clean container and served out of clean and sanitary drinking cups.

## **ARTICLE 18**

### **SECTION 1: REPORT IN CASE OF INJURY**

It shall be the duties of the foreman to report to the Employer and the duty of the steward to report to the Union any accident to any laborer covered under this Agreement which may occur on the job where they are employed. It shall be the duty of the Employer to see that the laborer be taken care of and his family notified if seriously injured. The steward shall be paid for the actual and necessary time for taking care of the seriously injured laborer, if care is not provided by the Employer.

## **ARTICLE 19**

### **SECTION 1: SAFETY, BOOTS AND SLICKERS**

The employer shall be required to furnish all tools, also, rubber coats and hats where employees are required to work in rain or where water drips on them. Such clothing to be charged to the men until returned. The Employer to furnish respirators and goggles where necessary for safety. No Laborer shall be required to work in any ditch considered unsafe by the Employer and the Union without proper shoring for safety.

## **ARTICLE 20**

### **SECTION 1: SUB-CONTRACTOR**

This agreement shall bind all sub-contractors on work being done at the site of construction, any Contractor who sublets any of his 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 contractor shall demand compliance.

## **ARTICLE 21**

### **SECTION 1: BUSINESS MANAGER AND STEWARD**

The Business Manager or his designee shall have the right to visit all jobs in the performance of his duties to the Union, shall appoint the steward, and shall notify the contractor who the steward is. The steward shall have seniority on all operations requiring laborers, provided the steward is available and qualified. Insofar as practical, the contractor shall divide overtime equally among all employees. The steward shall have the right to be present at all times when laborers' work is being performed, if qualified.

## ARTICLE 22

### SECTION 1: PRE-JOB CONFERENCE

When a pre-job conference is requested by the Union, the Employer will be notified and will attend at a mutually agreed upon time, date and location. If at all possible, said pre-job shall take place prior to the starting of the job or project. The Association shall also be notified and may attend, if they so desire.

## ARTICLE 23

### SECTION 1: BASE WAGE SCALE

Effective April 1, 2003 \$19.50  
Effective April 1, 2004 - \$1.25 to be distributed.  
Effective April 1, 2005 - \$1.25 to be distributed.  
Effective April 1, 2006 - \$1.25 to be distributed.  
Effective April 1, 2007 - \$1.25 to be distributed.

Distributions: The Southern & Central Illinois Laborers' District Council may distribute any part of the negotiated wage increase to the existing negotiated funds, provided such increase is requested and the Southern Illinois Builders Association is notified at least sixty (60) day prior to its effective date on each anniversary of this agreement. Changes in contribution amounts to any of the funds listed in this Schedule A shall only be made annually on the Agreement's anniversary dates. When the Union notifies SIBA of its request, whereupon an addendum in writing describing such change(s) shall be incorporated in this Agreement. It is further agreed that Southern and Central Illinois Laborers' District Council shall send Illinois Department of Labor Prevailing Wage Certification forms to the SIBA for review prior to submission to the Illinois Department of Labor.

The Concrete Specialists shall receive the combined total of wages and fringe benefits contained in the current Agreement between the Southern Illinois Builders Association and the Operative Plasters and Cement Masons International Association covering District's #7 and #9.

Premium pay for high time on slip-form work on chimneys or stacks, silos, and storage elevators, will begin with a free fall of twenty-five cents (.25) per hour above basic rate of pay from twenty-five (25) feet to fifty (50) feet free fall and above fifty (50) feet free fall rate of pay shall increase twenty-five cents (.25) for each twenty-five (25) feet of free fall additional.

The laborer shall receive forty-five cents (.45) per hour above the laborers' wage rate. When an Employer employs ten (10) or more laborers, the Employer shall designate one (1) of the laborers as general foreman. The general foreman shall receive one dollar (\$1.00) per hour above the laborers' wage rate. When the working foreman is not referred from the local Union where the work is being performed then he shall be considered a key man as stated in Article 3.

**SECTION 2: TRAINING, PENSION, HEALTH & WELFARE, ANNUITY, LABORERS'-EMPLOYER COOPERATION AND EDUCATION TRUST (LECET)**

(a) In addition to the per hour wage rate, each Employer shall contribute effective April 1, 2003, forty cents (.40) per hour to the Illinois Laborers' and Contractors Training Trust Fund.

**ENVIRONMENTAL WORK:** A fifty cents (.50) per hour training contribution shall be paid by contractors for each hour worked by Laborers that are performing asbestos abatement and removal, hazardous and toxic waste clean up and removal and lead base paint abatement and removal.

(b) In addition to the per hour wage rate, each Employer shall contribute effective April 1, 2003, \$2.50 per hour to the Central Laborers' Pension Fund.

(c) In addition to the per hour wage rate, each Employer shall contribute April 1, 2003, \$3.85 per hour to the Southern Illinois Laborers' and Employers Health and Welfare Fund.

(d) In addition to the per hour wage rate, each Employer shall contribute \$2.20 per hour to the Southern Illinois Laborers' and Employer Annuity Fund.

(e) In addition to the per hour wage rate, each Employer shall contribute .30 per hour to the Laborers' Employers Cooperation and Education Trust (LECET).

(f) The parties hereto accept the terms and conditions of the Trust Agreements establishing the above referenced Funds, its rules and regulations and Trustees now serving.

The payments required by the above referenced funds as provided herein shall be remitted by the fifteenth day of the following month, covering the hours worked the previous month.

The failure of the Employer, to contribute to the above named funds, as provided herein, shall, for the purpose of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages.

**SECTION 3: DUES CHECK OFF AND VOLUNTARY CONTRIBUTION TO LABORERS' POLITICAL LEAGUE, VACATION FUND, SOUTHERN ILLINOIS CONSTRUCTION ADVANCEMENT PROGRAM (SICAP)**

(a) Upon receipt of any laborers' 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 laborer's wage \$1.25 per hour for each hour worked for Union dues and the Employer shall remit the amount so deducted monthly together with a list showing the name of the laborers whose pay deductions were made and the amount deducted. Such written authorization may be revoked on a revocable date by the laborers 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 of the following month, covering the hours worked the previous month.

(b) The Employer shall, upon written receipt of a proper assignment executed by an employee deduct the amount of .05 cents per hour for each hour worked for a voluntary contribution to the 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 Southern & Central Illinois Laborers' District Council and/or its affiliated Local Unions, whichever occurs sooner; this authorization shall automatically be renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Southern & Central Illinois Laborers District Council and/or its affiliated Local Unions, whichever shall be shorter, unless written notice is given by the employee to the Southern & Central 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 bargaining agreement between the Employer and the Southern & Central 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 laborers from whose pay deductions were made and the amount deducted.

(c) VACATION FUND: The employer shall deduct the amount of .60 cents per hour for the Laborers' Vacation Fund.

DELINQUENT CONTRIBUTIONS: The failure or refusal of the Employer to remit contributions to the Funds as specified herein, and in the time limitations as required by the Trustees of the Funds may be treated by the Union as a breach of contract for which the Union may impose economic sanctions provided a timely notice of such delinquency has been provided to the Employer.

(d) SOUTHERN ILLINOIS CONSTRUCTION ADVANCEMENT PROGRAM: In addition to the per hour wage rate, the Employer shall contribute .10 cents per hour worked by each employee covered by this Agreement to the Southern Illinois Construction Advancement Program. The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Southern Illinois Construction Advancement Program, its rules and regulations. Upon sixty (60) days written notification by the Employer Association to the Union, monetary increases can be made to Employer contributions to the Southern Illinois Construction Advancement Program. It is agreed that such increases shall have no effect on the current wage rate. The Employer Associations shall be limited to one such request per contact year other than the anniversary date.

(e) 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 Apprenticeship Occupation of Construction Craft Laborer, 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.

The term of apprenticeship shall be approximately three (3) years and 2400/6000 hours of on the job diversified work and training, excluding time spent in relate instruction unless credit is granted by the Joint Apprenticeship Training Committee. The schedule that follows provided for three (3) equal periods of 800/2000 hours of work and training each:

First Year  
75% of the journey worker rate included full fringe benefits  
Second Year  
85% of the journey worker rate including full fringe benefits  
Third Year  
95% of the journey worker rate including full fringe benefits  
Fourth Year  
Journey worker rate

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

## SECTION 2.- RATIO AND SUPERVISOR

- A. One,(1) journeyworker to one (1) apprentice on a two (2) worker job.
- B. One (1) apprentice to first five (5) journeyworkers;
- C. Two (2) apprentices to ten (10) journeyworkers;
- D. Three (3) apprentices to fifteen (15) journeyworkers;
- E. Four (4) apprentices to twenty-five (25) journeyworkers;
- F. Five (5) apprentices to thirty-five (35) journeyworkers;
- G. Six (6) apprentices to fifty-five (55) journeyworkers;
- H. One (1) apprentice to twenty (20) journeyworkers thereafter.

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

## ARTICLE 24

### SECTION 1: DRUG ABUSE PREVENTION AND DETECTION

The Employer may require employees to submit to testing for alcohol or controlled substances. The testing will be in a manner required by applicable law or by project owner. A consortium, managed by a third-party administrator, is agreed to be the accepted method of establishing a pool of tested, drug-free employees.

### SECTION 2: EGYPTIAN CONTRACTORS AND ORGANIZED LABOR TOGETHER (AREA 9 ONLY)

Developed through the cooperative effort of both Labor and Management, the Egyptian Builders and Organized Labor Together (E-BOLT) Substance Abuse Screening Trust Fund is firmly committed to the safe and efficient performance of work in the building and construction trades. Employers in area #9 shall remit twelve cents (.12) per hour for each hour worked for bargaining unit employees. If a signatory Employer elects to include non-bargaining unit employees in the program, they may do so at the rate of \$50.00 per drug screen.

## ARTICLE 25

### SECTION 1: MARKET PRESERVATION

On jobs where non-signatory or bonafide non-union contractors are bidding, the parties agree as follows: The Employer agrees to employ Union Laborers, pay wages, and fringe benefits as set forth at a pre-bid conference between the Union and the Employer, for the duration of that job, (except for any increase in the Health & Welfare contribution) and pay overtime in accordance with applicable law. All other terms and conditions of employment shall be mutually agreed to between the Employer and the Union.

#### SPECIAL SHIFT

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

## ARTICLE 26

### SECTION 1: RESIDENTIAL WORK

Residential work is defined as single family dwellings and all structures or improvements related to. Employers shall have free mobility of Laborers for these type projects and the wage scale shall be 75% of the base wage in this agreement with benefits paid at the full rates. All other articles of this agreement shall apply to residential work.

## ARTICLE 27

### SECTION 1: SAVINGS CLAUSE

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

## ARTICLE 28

### SECTION 1: BEGINNING AND DURATION

This Agreement shall be in full force and effect from April 1, 2003 until May 6, 2008 and thereafter from year to year unless either party notifies the other in writing of their desire to modify or terminate the Agreement at least sixty (60) but not more than ninety (90) days before May 6, 2008.

IN WITNESS WHEREOF, the Southern Illinois Builders Association, engaged in all types of construction, have caused this contract to be executed by its duly authorized representative and the Southern & Central Illinois Laborers' District Council for its affiliated Unions affiliated with the Laborers International Union of North America, AFL-CIO, has caused its duly authorized representatives to hereunto subscribe their names.

FOR THE COMPANY

Southern Illinois Builders Association

Signed By: Timothy Kelfanz Title: Executive Director

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_ Date: \_\_\_\_\_

FOR THE UNION

Southern and Central Illinois Laborers' District Council

Signed By:

John R. Taylor

Title: Business Manager / Sec.-Treas.

Address: 805 W. DeYoung, Suite D  
P.O. Box 1240  
Marion, IL 62959  
Phone: 618/998-1787