

**GREAT PLAINS
LABORERS' DISTRICT COUNCIL
ARTICLES OF AGREEMENT
Covering
HIGHWAY/HEAVY CONSTRUCTION**

**Within the Jurisdiction of
Local Unions 32 and 727
Winnebago, DeKalb, Stephenson, Jo Daviess,
Whiteside, Carroll, Lee, Ogle**

**EFFECTIVE:
May 1, 2015 through April 30, 2018**

**INDEX OF ARTICLES
HIGHWAY/HEAVY CONSTRUCTION
AGREEMENT**

ARTICLE		PAGE
I	Recognition	3
II	Purpose.....	3
III	Referral Clause.....	4
IV	Key Man.....	8
V	Penalty for Failure to Pay Wages.....	8
VI	Workers' Compensation.....	8
VII	Bonding Requirements.....	9
VIII	Liability Clause.....	9
IX	Pension, Annuity, Welfare, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Illinois Laborers' & Contractors Joint Apprenticeship and Training Fund, Advancement Fund, Vacation Fund, & Check-Offs.....	9
X	Chimney, Tunnel and Railroad Agreements.....	11
XI	Invalidity and Severability.....	11
XIa	Management's Rights.....	11
XII	Subcontracting.....	12
XIII	Pre-Job Conference.....	12
XIV	Union Representative.....	12
XV	Stewards.....	12
XVI	Labor Foreman.....	13
XVII	Watchman Clause.....	13
XVIII	Hours of Work and Holidays.....	13
XIX	Show-up Time.....	14
XX	Starting Time and Overtime.....	15
XXI	Shift Work.....	15
XXII	Pay Day.....	16
XXIII	Jurisdiction of Work.....	17
XXIV	Job Classification.....	19
XXV	Wages and Employee Security.....	21
XXVI	Working Rules.....	21
XXVII	Intoxicants and Drugs.....	23
XXVIII	Ditch and Trench Excavation.....	24
XXIX	Adjustment of Disputes.....	24
XXX	Jurisdictional Disputes.....	24
XXXI	Market Preservation.....	26
XXXII	Entire Agreement of Parties.....	27
	Signature Page.....	28
	Addendum I.....	29

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ARTICLE I
RECOGNITION

Section 1. This Agreement made and entered into between the Northwestern Illinois Contractors Association, Inc., party of the first part, for their members and those firms for whom they have bargaining rights, hereinafter called the Association and the Laborers' International Union of North America, Local Unions 32; Rockford & DeKalb and Local 727; Dixon, party of the second part, hereinafter called the Union.

Section 2. It is understood and agreed that this Agreement shall be in effect on construction work, either Federal, State, County, Township, City, or private work within the boundaries of the above mentioned Local Unions.

Section 3. The conditions of employment set forth shall prevail from May 1, 2015, through April 30, 2018, and shall continue in effect from year to year thereafter unless either party to this Agreement gives sixty (60) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon the expiration of same.

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

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

ARTICLE II
PURPOSE

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

Section 2. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours, and other working conditions for all Laborers and (Laborer) watchmen in its employ.

Section 3. 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 later, as authorized in Section 8 (a) (3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this contract to complete or maintain his membership because of nonpayment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further that no Employer or the Union shall discriminate against any employee to 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.

ARTICLE III

REFERRAL CLAUSE AND CODE OF PERFORMANCE

Section 1. The Employer shall obtain Laborers for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Offices as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, or national origin.

When an Employer calls the Referral Office for Laborers they shall be dispatched in a non-discriminatory manner as follows:

Registrations and referrals shall be on a nondiscriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Referral Office shall maintain the following lists on which Laborers in the construction and maintenance industry may register at any time during the hours which the Referral Office is open

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

The Employer shall recognize the Union's Referral Offices in the geographic area covered by this Agreement.

(A).....Group A - All Laborers who have been employed as a construction laborer for 1000 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last two (2) years.

(A-1)Group A-1 - All apprentices will be on the A-1 list and will be listed according to their apprentice year.

APPRENTICE WAGE PROGRESSION

- 75% - first year (Full fringes)
- 85% - second year (Full fringes)
- 95% - third year (Full fringes)

APPRENTICE RATIOS

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

- (B).....Group B - All Laborers who have been employed as a construction laborer for 500 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last one (1) year.
- (C)Group C - All Laborers who have been employed as a construction laborer for 60 hours by a contractor signatory to a collective bargaining agreement within the construction industry, working as a construction laborer in the geographical area embraced by the Referral Offices of Laborers' Locals 32 and 727 within the last one (1) year.
- (D) Group D - All Laborers not qualifying for Group A, Group B and Group C above.

All Laborers based on hours worked, shall move a maximum of one group per calendar year January through December.

Apprentices shall be referred under a separate out-of-work list, and shall be listed according to their apprenticeship year.

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

Section 2. All Laborers registered for active employment shall set forth their name, address, and telephone number and classification or classifications of work sought.

Registration and referral of such Laborers shall be done by groups as set out above. Each Laborer shall be registered in the highest group for which he qualifies and registrants in Group A shall be first referred, then Group B and then Group C and then Group D in that order.

The name of a registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive two (2) days' pay at straight time if employed.

Section 3. The Employer shall not request a Group C or Group D registrant by name in the month of December, January, February or March.

Section 4. Employers may request former employees for referral to a job or project, in writing if requested by the Business Manager, and the Union Referral Office shall refer said former employees to the job or project, provided they are properly registered Laborers in the Referral Office, are available for work at the time of the request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographic area of the Referral Office within thirty-

six (36) months prior to the request; and provided further that no employees shall be laid off or discharged to make room for such former employees.

Section 5. The Employer retains the right to reject any job Laborer referred. The Employer shall have the right to hire and discharge. If an Employer rejects any referral, the Employer must immediately contact the Union office for additional referrals. The Union may, within three (3) days after a member has been rejected or discharged, request the reasons of the rejection or discharge in writing. Hiring of employees shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation or Union membership, policies or requirements.

Section 6. The Employer in requesting Laborers shall specify to the Union (a) the number of employees required; (b) the location of the project; (c) the nature and type of construction, demolition, etc., involved; (d) the work to be performed; and (e) such other information as is deemed essential by the Employer in order to enable the Union Referral office to make proper referral of qualified Laborers.

Section 7. If a registrant Laborer, referred to employment in regular order, refuses to accept such referral or employment, his name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any Laborer whose name appears on the registration or referral list, if such Laborer is not available when referrals are made.

Section 8. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified Laborers the Union may contact other Laborer Locals to fulfill the Employers' request. Then if the referral facilities maintained by the Union are unable to fulfill the request of an Employer within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays and Holidays excepted) the Employer may employ applicants directly. In such event, the Employer shall notify the Union Office of the names of the persons employed and the dates of hirings, such notice shall be given within forty-eight (48) hours of the hiring.

Section 9. It is understood and agreed that any employee employed by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location or on any project within the jurisdiction of the referring Local Union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in the displacement of another employee.

CODE OF PERFORMANCE

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

This clause is intended only to assist the Union in implementing its Code of performance, and a worker's only rights there under are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this agreement, including not creating any new or additional right to reinstatement with or back pay from the Employer.

- (a) Should any Laborer referred for employment be terminated for cause as defined under the Laborers' Code of Performance, his or her referral privileges shall be suspended automatically for one month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge). A termination "for cause" under the Code is defined to include a termination for excessive absenteeism, excessive tardiness, insubordination, theft or lack of required skills. Lack of skills does not apply to apprentices.
- (b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of a designated panel or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council, may, upon written request of the applicant, vacate or reduce the period of suspension. **A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise.** The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion
- (d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it
- (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue/s. The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

2. LIUNA Local Unions 32 and 727 of the Great Plains Laborers' District Council agrees to indemnify and save the Employer against any and all claims, demands, actions, damages, orders and decrees for the payment of any monies, including penalties and back wages, that may arise out of or by reason of action taken by or the failure to act by any of the afore mentioned Local Unions of the Great Plains Laborers' District Council when obligated to do so in connection with the provisions governing operations of the Union's Referral Office and Code of Performance.

ARTICLE IV

KEY MAN

The number of Key Laborers, **if any**, will be decided upon between the Contractor and the Union at the Pre-Job Conference. The Contractor shall provide the local union with the qualifications and job descriptions in writing of any Key Laborers, if any. Under no circumstances will any Key Man be allowed on any job or project where the Contractor employs only one (1) laborer.

In the event that a contractor that is based outside the jurisdiction of Local 32 or 727 is paying any Laborer(s) a higher wage/fringe benefit package than set forth in Laborers' Local 32 and 727's Heavy/Highway Agreements that contractor shall pay the higher wage/fringe packages to all other Laborers working on their projects in Laborers' Local 32 and 727's jurisdiction. This will be done by increasing the hourly wage of these Laborers. Employers who have maintained their main construction yard and office in Laborers' Local 32 and 727 jurisdiction are exempt from this paragraph.

ARTICLE V

PENALTY FOR FAILURE TO PAY WAGES

If any Employer fails to pay wages as established within this Agreement, the arbitration procedure herein provided for shall become inoperative after a twenty-four (24) hour notification to the Employer and the Association by the Union and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

ARTICLE VI

WORKERS' COMPENSATION

Section 1. The Contractor shall carry Workers' Compensation, and agrees to carry on all Laborers' unemployment compensation regardless of the number of employees or the period of time for which they are employed and upon request from the Union, the Contractor (Employer) shall provide a copy of the certificate of insurance.

Section 2. It is agreed that when an Employer requires the Laborer to perform work for him in an individual capacity when such work is not within the usual scope of his employment, thereby preventing recovery for injuries under the Workers' Compensation Act, no such request shall be made by the Employer to any Laborer unless he is sufficiently covered by either Workers' Compensation liability or such other type of insurance that would protect said Laborer in case of injury. Failure to comply with the above requirement shall constitute a violation of this Agreement.

Section 3. FICA and Medicare benefits will be deducted from the wages of the employee and the Employer will remit the employee's share and the Employer's equal share to the Internal Revenue Service.

**ARTICLE VII
BONDING REQUIREMENTS**

Unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least three full years immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement a surety bond in the amount of Fifty Thousand Dollars (\$50,000) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers' Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund payments.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund, when due the aggrieved employees or the Trustees of the Pension Fund, Annuity Fund, Welfare Fund, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting and Training Fund after written notice to the Employer and bonding Company, file claim to obtain payment costs and reasonable attorneys' fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

**ARTICLE VIII
LIABILITY CLAUSE**

Section 1. It is understood and agreed that the negotiating agent (Associations) shall in no event be bound as a principal or employer hereunder, or be held liable as a principal or employer in any manner for breach of this contract by any party hereto that the liability of the Employer hereunder is several and not joint.

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

**ARTICLE IX
PENSION, ANNUITY, WELFARE,
LABORERS'-EMPLOYERS' COOPERATION AND EDUCATION TRUST,
MIDWEST FOUNDATION FOR FAIR CONTRACTING, ILLINOIS LABORERS' AND CONTRACTORS JOINT
APPRENTICESHIP AND TRAINING FUND,
ADVANCEMENT FUND, VACATION FUND, APPRENTICESHIP AND CHECK-OFFS**

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Pension Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into an Annuity Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Health and Welfare Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Laborers'-Employers' Cooperation and Education Trust the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Midwest Foundation for Fair Contracting the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Construction Industry Advancement Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Laborers' of Illinois Vacation Fund the sum per hour as denoted in Addendum I pertaining to the Local Union Fund involved.

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

The Employer agrees that upon termination of contributions to the Pension, Annuity, Health and Welfare, Laborers'-Employers Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Vacation and Training Funds said hourly contribution shall be applied to the Laborers' hourly wage rate per Addendum I.

The Employer agrees that any Local Union having a work assessment check-off, a building fund check-off, or any check-off as outlined in the Addendum it will be recognized and become part of this Agreement.

If any Employer fails to pay into the above said funds, the arbitration procedure provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

ARTICLE X
CHIMNEY, TUNNEL, AND RAILROAD AGREEMENTS

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

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Railroad Construction Agreement" when the work awarded pertains to construction of railroad work.

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

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

All maintenance work may be done under the "President's Maintenance Agreement".

ARTICLE XI
INVALIDITY AND SEVERABILITY

It is the intent of both parties to this Agreement to comply fully with all State and Federal laws and Presidential Executive Orders. If it is found by a court of competent jurisdiction that any section of this Agreement is in conflict with any State or Federal laws or Presidential Executive Orders then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the law or Presidential Executive Order. Deadlocks in such renegotiations shall be submitted to arbitration. All other sections and articles of this Agreement shall remain in full force and effect.

ARTICLE XIa
MANAGEMENT'S RIGHTS

On any project where the bidding list includes an established, legitimate, non-union contractor, the Association, or employer may request and the Union must accept a meeting with the Association, the employer, and any other applicable trades to discuss a possible project agreement. This in no way binds the Union to issue or accept a project Agreement; however, any project agreement will apply to all Union contractors bidding the project in question.

ARTICLE XII
SUBCONTRACTING

No employer may subcontract or assign any of the work described herein, which is to be performed at the job site to any contractor, subcontractor or other party who fails to sign an agreement with the conditions of employment contained herein.

ARTICLE XIII
PRE-JOB CONFERENCE

Section 1. A pre-job conference shall be held at least forty-eight (48) hours prior to the starting of a job if requested in writing by the Union.

Section 2. Should an Employer evade a pre-job conference, said employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement. Section 1 will not apply providing the job constitutes not more than five

(5) working days. It is agreed that a Contractor working within the jurisdiction of the Local Unions, parties of this Agreement, shall notify the Business Manager before starting to work.

ARTICLE XIV
UNION REPRESENTATIVE

It is agreed that the Business Manager, and/or full time Field Representative of the Local will have the right to visit all jobs where his men are employed subject to security regulations where in effect.

ARTICLE XV
STEWARDS

Section 1. The Business Manager may appoint a steward on all projects or portions of projects, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Employer will be advised in writing of the name of steward.

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

Section 3. It shall be the duty of the steward to report to the Union any accident to any of the men which may occur on the job where employed as soon as possible.

Section 4. The steward shall not be transferred from one project to another without advising the Business Manager.

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

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

Section 7. The Steward shall work when there is any work to be performed by the Laborers. He shall be the last man on the job if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved.

Section 8. When a job is temporarily shut down due to weather, material shortages, or similar cause, and the employees are laid off, the steward shall be the first employee recalled to work when the work resumes, if qualified.

ARTICLE XVI LABOR FOREMAN

Section 1. It is agreed that all labor foremen designated by the Employer shall be members of one of the Local Unions signatory to this Agreement. Said foremen to have been a member of such Local Union for a period of not less than one (1) year.

Section 2. Where there are four (4) to twelve (12) Laborers employed on a job by any one Employer, there shall be a labor foreman. Labor Foremen shall receive seventy-five cents (\$.75) per hour above the highest paid Laborer under his supervision.

Section 3. When there are more than twelve (12) or more Laborers working for one contractor on a job, the labor foreman shall be paid one dollar (\$1.00) per hour above the highest paid Laborer under his supervision.

Section 4. Wherever Laborer Foremen are used, the foremen of other crafts shall contact the Laborer Foreman and he will issue all work assignments to the Laborers.

Section 5. It is agreed that a General Laborer Foreman when designated by the Employer shall receive two dollars (\$2.00) per hour above the highest paid Laborer under his supervision.

ARTICLE XVII WATCHMAN CLAUSE

Laborer Watchmen shall receive straight time pay for all Saturdays, Sundays, and Holidays. Time and one-half shall be paid for all overtime. If the watchmen are doing any work that comes under the classification other than watchmen in this Agreement, they shall be governed by the working rules and rates of this Agreement.

ARTICLE XVIII HOURS OF WORK AND HOLIDAYS

Section 1. Eight (8) hours shall constitute a day's work between the hours of 6:00 a.m. and 4:30 p.m. with one-half hour for lunch. Five (5) days shall constitute a week's work, Monday through Friday. All Saturday work will be paid at time and

one-half (1½). The lunch period should begin between 11:30 a.m. and 12:30 p.m.. Time worked during the regular lunch period shall be paid at the overtime rate of their respective rate of pay with thirty (30) minutes on company time for lunch. Employees must be allowed to eat lunch by 1:30 p.m.

Section 2. The Employer will be allowed flexible hours if the awarding agency so states.

Section 3. At the option of the Employer, four (4) ten (10) hour days, Monday through Thursday, may be utilized. Ten (10) consecutive hours exclusive of a one-half (½) hour lunch period between 12 noon and 12:30 p.m. All time worked beyond ten (10) hours on a regular work day or beyond forty (40) hours in a regular work week shall be paid at the rate of one and one-half (1½) times the hourly rate. In the event one or more days are lost due to inclement weather during a regular work week, then Friday may be utilized as a make-up day at the straight time rate of pay. This section shall be applied per project and all Friday make up and/or Friday overtime worked shall be done by Employees working on said project the prior Monday through Thursday. This section shall be effective only if it does not violate State of Illinois law.

This section does not apply where all Employees of the Employer on the project are not working under these provisions.

Section 4. Any overtime under thirty (30) minutes consists of thirty (30) minutes; over thirty (30) minutes shall be counted an hour.

Section 5. Legal Holidays shall be: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No work shall be done on Labor Day, except as a condition of extreme emergency, and then only after consent is given by the Business Manager. Should any of the aforementioned holidays fall on Sunday, the following Monday will be considered a holiday. Employees may take Veterans' Day off if desired without reprisal. Any work performed on Holidays or Sundays shall be paid at the double time rate of pay.

Section 6. Where it is mutually agreed between the Employer and the Business Agent, the starting time for the daylight shift may be advanced. Laborers who are required to work ten (10) hours on job sites covered by this Agreement shall be provided with lunch if they so request, without cost to employee, and allowed to eat same without loss of time.

Section 7. Should a trade under a contractor's employ be granted coffee break(s) Laborers shall receive same.

Section 8. Any employee injured on a job who is unable to return to the job by written order of a doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work but requires subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in making such visits.

ARTICLE XIX SHOW-UP TIME

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

Section 2. When an employee employed on a job finishes his day's work and returns to work on the following day, he shall be allowed one (1) hour's show-up time, unless he has been notified two (2) hours before starting time that there would be no work.

Section 3. Compensation shall be paid to employees being taken out of the jurisdiction of their respective Local Union. Show-up time is not to be construed as compensation.

ARTICLE XX

STARTING TIME AND OVERTIME

Section 1. When an Employee commences work he must be given two (2) hours' employment or pay. Any Laborers working two (2) or more hours shall receive four (4) hours' employment or pay; any Laborer working four (4) hours or more shall receive six (6) hours' employment or pay; any Laborer working six (6) hours' or more shall receive eight (8) hours' employment or pay.

Section 2. When a man is required to remain on the job past the starting time and not put to work, he shall be entitled to two (2) hours' pay providing that he remains on the job for those two (2) hours.

Section 3. All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.

Section 4. On any election day workmen shall be given sufficient time off for the purpose of voting at their respective polling places.

Section 5. When employees are employed on a job on the day overtime is worked, or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.

Section 6. When an employee reports for work on a premium time day, he must be given two (2) hours' employment or pay. Any Laborers' working two (2) or more hours shall receive four (4) hours' employment or pay; any Laborer working four (4) hours or more shall receive six (6) hours' employment or pay; any Laborer working six (6) hours' or more shall receive eight (8) hours' employment or pay.

ARTICLE XXI

SHIFT WORK

Section 1. When so elected by the contractor, multiple shifts of at least three (3) consecutive days duration may be worked. When one (1), two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours' pay at the regular hourly wage rate for eight (8) hours' work.

Section 2. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly wage rate for seven and one half (7½) hours' work.

Section 3. The third shift (graveyard shift) shall begin at 12:30 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly wage rate for seven (7) hours' work.

Section 4. A lunch period of thirty (30) minutes shall be allowed on each shift. On continuous pouring operations, the men will be given a twenty (20) minute lunch period on each shift, without loss of pay or time. The twenty minute lunch will be staggered through each shift for the employees on that specific shift.

Section 5. Premium pay shall be One Dollar Twenty-five Cents (\$1.25) per hour for the second shift and One Dollar Seventy-five Cents (\$1.75) per hour for the third shift.

Section 6. Shift clause shall apply on regular work week only, 12:01 a.m. Monday through 12:00 p.m. Friday. All other work performed on Saturday, Sunday, or Holidays and all hours worked other than the regular shift hours shall be paid at the applicable overtime rate.

Section 7. There shall be no pyramiding applicable of overtime wage rates.

Section 8. If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the contractor involved and the Union.

Section 9. In the event that men are changed from one shift to another, there shall be four (4) hours lapse between shifts, otherwise the overtime wage rate shall be applicable.

Section 10. The provisions of Article XX, Section 1, shall apply to this Article (Shift Work).

Section 11. There shall be no requirement for a day shift when either a second or third shift is worked.

Section 12. If any of the trades that Laborers tend work a multi-shift operation wherein shift starting times are different than those established in this Agreement, the Laborers agree to change their starting time as long as they are not required to work more than the designated Shift Clause hours.

ARTICLE XXII

PAY DAY

Wages shall be paid in cash or by check weekly, and not more than five (5) days wages may be withheld at any time. In the event cash is paid, the employee shall be given a statement of earnings and deductions containing the Employer's name and address, date, the name of the person making the payment and the name of the person being paid. When checks are used the check stub shall have the Employee's name and also the Contractor's name, address, date and all earnings and deductions made for the pay period that is covered by that check. The Employer shall have the right to

make such deductions from the Employee's salary as required by State and Federal laws for Social Security, income tax, and dues check-off. The Employer shall comply with all State and Federal laws governing the unemployment of men and liability to the general public, including workers' compensation, FICA benefits, and agrees to carry on all Laborers unemployment compensation.

Any workman laid off or discharged shall be paid his wages immediately unless otherwise approved by the Local Union Business Manager. In the event he is not paid off, waiting time at the regular straight time rate shall be charged until payment is made. When pay day is a regular holiday, employees shall be paid on the day before such holiday, prior to quitting time. On regular pay day employees must be paid prior to quitting time. Employees not paid prior to quitting time shall be entitled to pay at straight time rate for waiting time. In case of bad weather, the pay checks shall be ready by 11:00 a.m. on pay day. Regular pay day shall be determined at the pre-job conference or Agreement between the Business Manager and the Employer.

ARTICLE XXIII JURISDICTION OF WORK

It is agreed that this Agreement covers the work of Laborers in the following classes of work:

Tenders
Tending Masons, Plasterers, Carpenters, and other building crafts
Mixing, handling and conveying of all materials used by masons, plasters and other building and construction crafts, whether done by hand or by any process.
Drying of plastering when done by salamander heat
The cleaning and clearing of all debris
The building of scaffolding and staging for masons and plasterers
The excavations for buildings and all other construction
Digging of trenches, piers, foundations and holes
Digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes
The setting of all guide lines for machine or hand excavation and subgrading
The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors or for other construction
The wrecking, stripping, dismantling, and handling of concrete forms and false work
The building of centers for fireproofing purposes
The shoring, underpinning, and raising of all structures
Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable and so forth, under highways, roads, streets and alleys
All hand and power operating cross cut saws when used for clearing
All drilling, running jack hammers and blasting
All work in compressed air construction
Signal men in all construction work defined herein
All work of running mechanical buggies used in the pouring of concrete
All work on acetylene burners in salvaging
The wrecking of buildings and structures
Handling lights and maintaining of all lights, flares, and flashers
Setting and tying of all reinforcement in man holes and catch basin
Dirt and stone tamper
The blocking and tamping of concrete
The manning and handling of vibrators
The laying of sewer tile and conduit, and the pointing up of same

and the setting of all manholes and pre-cast materials
The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks
The work of drill running and blasting, including wagon drills
The wrecking, stripping, dismantling, cleaning, moving and oiling of forms
The cutting off of concrete piles
Traffic Control Technician
Air and Deflection testing, Manhole Vacuum Testing, Hydro Jetting, Sewer Line Cleaning, Chemical Grouting and Televising.
Grade checking
GPS Operators
The work of a Concrete Specialist and Construction Specialist
Tree trimming and removal
All explosive handling and blasting work
Pilot cars for traffic control
Multi-Plate Pipe
The loading, unloading, handling and carrying to place of installation of all rods, (and material for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union
Cleaning of windows
On jobs where contractor has a truck for on-job site hauling, all loading and unloading of materials will be done by Laborers
Asbestos abatement (encapsulation and/or removal)
Remote Tampers
Demolition of Non-Salvageable Material
Landscaping Work
Laser Beam Operator
All other labor work not awarded to any other craft
Hazardous Waste Worker
Lead Base Paint Abatement Worker
Asphalt Luteman, Shoveler, Raker and Screedman on Pavers
Lining of Pipe, Refusing Machine
Crack Sealing, Asphalt Sealing
Road Reflectors
Any Fabric-Petro Mat, Soil Seperator
Silt Fence, Pond Liners, Roads, Ponds and Ditches
Assisting on Directional Boring Machine
Surveillance and Traffic Surveillance
Trucks
Lawn Irrigation
Demolition of Pipe
Operation of Skidsteers and Forklifts
The work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer work, tapping water services and forced lift station mechanical work. The work of laying storm sewer pipe and sanitary sewer pipe. Laborers will lay water main, storm sewer or sanitary sewer up to within five (5) feet of the building.
Power rigging of demolition and scrapping work.

The Employer recognizes the jurisdiction of the Labor Unions not included in this Agreement and also will abide by all Agreements in force between the Laborers' International Union of North America and the International Unions of other crafts.

The party of the first part agrees not to assign any work which in the past has been done by Laborers to any other craft or organization unless it has been so granted by a definite decision of the Building and Construction Trades Department of the American Federation of Labor or a court of competent jurisdiction.

ARTICLE XXIV
JOB CLASSIFICATION

BASIC LABORER RATE
(For Heavy/Highway Contract Only)

- Carpenter Tenders
- Tool Cribmen
- Firemen or Salamander Tenders
- Flagmen
- Gravel Box Men, Bumpmen and Spotters
- Form Handlers
- Material Handlers
- Fencing Laborers
- Cleaning Lumber
- Pit Men
- Material Checkers
- Dispatchers
- Landscapers
- Unloading Explosives
- Laying of Sod
- Planting of Trees
- Asphalt Plant Laborers
- Wrecking Laborers
- Writer of Scale Tickets
- Fire Shop Laborers
- Fireproofing Laborers
- Janitors
- Driving of Stakes, Stringlines for all Machinery
- Window Cleaning
- Demolition Worker
- Diver
- Explosive Handling
- Trimming and Removal of Trees
- Multi-Plate Pipe
- Pilot Cars for Traffic Control
- Power Rigging

CLASSIFICATION - Highway Construction
(Skilled Rate Classification applies to Heavy/Highway Contract Only)

- Asbestos Abatement Worker
- Handling of any materials with any Foreign Matter Harmful to
Skin or Clothing
- Track Laborers
- Cement Handlers
- Chloride Handlers
- The Unloading and Laborers with Steel Workers and Re-Bars
- Concrete Workers Wet
- Tunnel Helpers in Free Air
- Batch Dumpers
- Mason Tenders
- Kettle and Tar Men
- Tank Cleaners
- Plastic Installers
- Scaffold Workers
- Motorized Buggies or Motorized Unit Used for Wet Concrete
or Handling of Building Materials
- Laborers with De-Watering Systems
- Sewer Workers plus Depth
- Rod and Chainmen with Technical Engineers

Rod and Chainmen with Land Surveyors
 Rod and Chainmen with Surveyors
 Vibrator Operators
 Cement Silica, Clay, Fly Ash, Lime and Plasters, Handlers,
 (Bulk or Bag)
 Cofferdam Workers Plus Depth
 On Concrete Paving, Placing, Cutting and Tying of Reinforcing
 Deck Hand, Dredge Hand, and Shore Laborers
 Bankmen on Floating Plant
 Grade Checker
 Skidsteers
 Forklifts
 Power Tools
 Front End Man on Chip Spreaders
 Cassion Workers Plus Depth
 Gunnite Nozzel Men
 Lead man on Sewer Work
 Welders, Cutters, Burners and Torchmen
 Chainsaw Operators
 Jackhammer and Drill Operators
 Layout Man and/or Tile Layer
 Steel Form Setter - Street and Highway
 Air Tamping Hammerman
 Signal Man on Crane
 Concrete Saw Operator
 Screedman on Asphalt Pavers
 Laborers Tending Masons with Hot Material or Where Foreign
 Materials are used
 Mortar Mixer Operators
 Multiple Concrete Duct - Leadman
 Asphalt Luteman
 Asphalt Raker
 Asphalt Shoveler
 Asphalt Workers with Machine and Layers
 Curb Asphalt Machine Operator
 Ready Mix Scalemen, Permanent, Portable or Temporary Plant
 Laborers Handling Masterplate or Similar Materials
 Laser Beam Operator
 Concrete Burning Machine Operator
 Coring Machine Operator
 Plaster Tender
 Underpinning and Shoring of Buildings
 Pump Men
 Manhole and Catch Basin
 Dirt and Stone Tamper
 Hose Men on Concrete Pumps
 Hazardous Waste Worker
 Lead Base Paint Abatement Worker
 Lining of Pipe, Refusing Machine
 Assisting on Direct Boring Machine
 Blasters
 The work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer work, tapping water
 services and forced lift station mechanical work. The work of laying storm sewer pipe and sanitary sewer pipe.
 Laborers will lay water main, storm sewer or sanitary sewer up to within five (5) ' feet of the building.
 All environmental work will be paid under Highway skilled rate. (Asbestos, Lead and Mold Remediation)
 Traffic Control Technician

ARTICLE XXV

WAGES AND EMPLOYEE SECURITY

Section 1. All work performed at the overtime rate shall be paid accordingly, Construction one and one half (1½) times, with the exception of Sundays and Holidays which shall be paid at double (2) time.

Section 2. Wages for the Local Unions signatory to this Agreement are as outlined in Addendum I.

Section 3. Employees shall have the right within the limits set by Section 8 (b) (4) of the National Labor Relations Act as amended; and it shall not be a violation of this contract - nor cause for discharge or any other penalty -if an employee or employees (covered by this Agreement) refuse to go through a legal primary established Union picket line.

ARTICLE XXVI

WORKING RULES

Section 1. Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the work day.

Section 2. The Contractor shall furnish all tools, hip boots if needed, rainpants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over.

Section 3. Cement car men are to receive the same number of hours of employment per day as the other Laborers on the job.

Section 4. First Aid kits shall be furnished and maintained on all jobs.

Section 5. If an employee wishes to take a vacation, he shall notify his Employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

Section 6. There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

Section 7. A warm clean shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

Section 8. There will be a minimum of one (1) Laborer, or more if the job requires, to tend sawman, clean up, get new lumber, etc.

Section 9 . There will be a minimum of one (1) Laborer, or more if the job requires, to tend sand blasting, tuck pointers and masons washing down walls.

Section 10. All work of the Employer shall be performed under mutually provided safety conditions which must conform to State and Federal regulations. It shall also be a requirement of the employee to conform to safety regulations and

measures as provided. If the employee refuses to comply with safety regulations after a warning in writing, he may be discharged.

Section 11. If a jackhammer or paving breaker is used, two (2) men will be used to operate same, if hammer weight is fifty (50) pounds or more when used horizontally, or eighty (80) pounds or more when used vertically. The second man will clean up when not operating hammer. The employees used for this work shall use safety glasses at all times, and if necessary, use respirators.

Section 12. No Laborer shall leave the tool shed prior to starting time and shall have all tools put away by quitting time unless instructed to work overtime.

Section 13. The Contractor 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 at starting time and ice shall be available one (1) hour after starting time.

Section 14. Any work not covered by this Agreement or classification which comes under the jurisdiction of the Laborers shall be negotiated between the two (2) interested parties.

Section 15. On any project or job where a centrally located reporting place is designated, the employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one-half (½) mile or more from the point where the employees are to work. Vehicles shall be properly covered during cold and inclement weather.

Section 16. There shall be no scoop shovels used except on sawdust, cinders and snow - light weight aggregate.

Section 17. Transferring of employees from job to job during lunch period shall be allowed provided employee receives a lunch period.

Section 18. It is agreed that the unloading, handling and carrying of all steel in concrete paving is the work of the Laborer. It is also agreed that the placing, tying of all steel, including center strips, reinforcing (rods), wire fabrics and expansion joints in concrete paving is the work of the Laborer.

Section 19. Employees will be required to call the employer if he is not able to report for work.

Section 20. In the event of a tool checking system, where Laborers check tools, a Laborer shall be employed as tool crib man at minimum rate.

Section 21. When two (2) or more cement finishers are working, they shall have at least one (1) Laborer as helper or as many more as the job may require, until all Laborers' work is completed. Laborers will not stay for the final trowling, unless Laborers' work is contemplated.

Section 22. Surveillance will be paid at the basic rate up to forty (40) hours prior to overtime. The hours of work will be mutually agreed to between the Employer and the Union. Employees performing surveillance work only will not be part of the normal workforce.

Section 23. When an employee works at the basic or skilled rate before 12 noon he shall be paid at the applicable rate until the lunch hour. If an employee works after 12 noon at the basic or skilled rate, he shall be paid at the applicable rate until quitting time.

ARTICLE XXVII INTOXICANTS AND DRUGS

Section 1. Employees are the contractor's most valuable resource and , for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, employers may develop and maintain a drug and alcohol testing program for their employees and supervisory personnel. Testing may be done prior to employment, and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$5,000 or more for replacement or repair). Laboratories selected to perform testing will be NIDA certified. Possession, sale or use of alcohol or unauthorized prescribed medicines on the employer's property, site of construction, or during working hours shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined under this policy).

Section 2. An applicant for employment with any signatory contractor can be required to submit to and pass a drug test at the employer's expense in order to continue his employment. Should the employer require a new applicant to be drug tested, that applicant shall be placed on the employer's payroll before testing begins. If an employee is notified that the results are positive, he/she shall be paid according to Article XVIII and discharged.

Section 3. Within three days after notification of a positive drug test result, an employee subject to this policy can request the employer to direct the Employer Personnel Director to authorize testing of the split sample at another NIDA laboratory of the employee's choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the employer shall reimburse the individual for the cost of that test and all time lost for a maximum of three (3) days and shall provide that individual with employment immediately.

Section 4. Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

Section 5. Any employee upon request shall receive a certified copy of his/her test results with no cost to the employee.

Section 6. For purposes of testing, a blood alcohol level of .04 or more is considered a reason for disqualifying employment.

ARTICLE XXVIII

DITCH AND TRENCH EXCAVATION

When Laborers are required to work in ditch or trench excavations five (5) feet below existing ground level or any fraction thereof, there shall be two (2) men in the ditch at all times and one (1) man outside of the ditch on top.

ARTICLE XXIX

ADJUSTMENT OF DISPUTES

Section 1. Initial Determination. Any dispute of any type concerning the interpretation or application of this Agreement between the Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance within ten (10) days, if possible.

Section 2. Negotiating Committee. In the event that matter is not settled, it shall, within fifteen (15) days, be referred to the Negotiating Committee consisting of a maximum of three (3) employer representatives, selected by the Association, and a maximum of three (3) Union representatives selected by the Union District Council involved, or any equal combination thereof. The determinations of the Negotiating Committee shall be governed by majority vote with each member in attendance having one (1) vote.

Section 3. Arbitration. Should the Negotiating committee be unable to resolve the matter, then the Union or the Employer may refer the matter to arbitration by so notifying the other party involved. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted, the parties shall within five (5) working days after receipt thereof select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. The cost of arbitration shall be born equally by both parties.

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of the Agreement or any agreement made supplementary thereto. Wages, hours, fringe benefits are not arbitrable.

Section 5. Conclusiveness and Enforcement. The decisions of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employers, Association and Employees and all claiming thereunder) shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE XXX

JURISDICTIONAL DISPUTES

It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

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

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

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

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

- A. If the work is covered in an applicable agreement of record between the Local and/or International Unions involved, the assignment will be in accordance with such agreement of record.
- B. In the event there is no applicable agreement of record, then the Employer shall assign the work in accordance with local area practice.
- C. In the event that no local area practice exists, the Employer shall assign the work in accordance with decisions of record.

If none of the criteria listed in subparagraphs (A) through (C) are applicable, the Employer may make the work assignment on the basis of economy and efficiency of operation, the well-being of the industry and the interests of the consumer.

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

Step 3. Arbitration. If the Union maintains that the Employer has made a work assignment that is not in accordance with the criteria established in Step 2, the Union may, within three (3) days of being notified of the work assignment, submit the dispute to arbitration. An arbitration hearing shall be held within seven days of the Union’s request for Arbitration. The parties have jointly designated Joy Kessler to act as arbitrator in any dispute arising under this Article provided that she is available to hear the case within seven days. In the event that Joy Kessler is not available, John Hartnett will be the arbitrator, provided that he is available to hear the case within seven days.

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

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

Costs of Arbitration, including the arbitrator's fees and expenses, shall be shared equally by both parties.

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

ARTICLE XXXI MARKET PRESERVATION

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

On jobs where non-signatory contractors are bidding, the terms and conditions of employment shall be as mutually agreed to by the Employer and the Union. Once concessions are granted by the Business Agent with approval of the District Council Business Manager the following procedure shall be strictly adhered to:

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

Step 2. Once a Business Agent(s) agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified. The Union(s) shall also immediately notify the Association(s) have the bargaining rights for the Employer(s) who originally requested the modification. Notification of the Association shall be confirmed in writing as soon as practical.

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

Step 3. Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project. However, it will be the responsibility of the individual Employers to request information regarding any possible adjustments from the Association office in his area. To insure that all individual Employers have equal access to contract concession information, the Employer Association shall serve as a clearinghouse for information regarding contract concessions.

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

ARTICLE XXXII

ENTIRE AGREEMENT OF PARTIES

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

Section 2. Individual contractors signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless ninety (90) days prior to the expiration of this or any subsequent Agreement said non-member contractor notifies the Union in writing that it revokes such authorization. Further, said non-member contractor agrees that notice served by the Union upon said Association and mediation service for reopening, termination, or commencement of negotiations shall constitute notice upon and covering the non-member contractors signatory hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures which officially binds said parties under the provisions of the Agreement.

ADDENDUM I
 Heavy/Highway Construction
 Wage and Fringe Benefits
 Contributions and Deductions

EFFECTIVE: May 1, 2015

LOCAL UNION NO.	32	727
COUNTIES	Winnebago, DeKalb	Carroll, Lee, Jo Daviess, Whiteside, Stephenson, Ogle
BASIC LABORER RATE	\$34.34	\$36.74
SKILLED	\$36.99	\$39.39
PENSION FUND	\$11.42	\$10.69
ANNUITY PLAN	\$6.00 \$9.00* \$12.00*/	\$4.40 \$6.60* \$8.80*/
NORTH CENTRAL IL WELFARE	\$7.70	\$7.70
NORTHERN IL WELFARE	\$0.72	\$0.72
L.E.C.E.T.	\$0.15	\$0.15
MIDWEST FOUNDATION FOR FAIR CONTRACTING	\$0.10	\$0.10
TRAINING FUND	\$0.80	\$0.80
C.I.A.F.	\$0.49	\$0.42
TOTAL PACKAGE	\$61.72/\$64.37	\$61.72/\$64.37
VACATION FUND	\$1.30**/	\$3.00**/
DUES CHECK OFF	5.00%**	4.5%**
DUES CHECK OFF	\$0.05***	\$0.35***
MARKET PROMOTION	\$0.09***	\$0.04***
ORGANIZATIONAL FUND	\$0.25***	\$0.25***

- * Cents per hour on each overtime hour worked.
- */ Cents per hour on each overtime hour worked on Sundays or Holidays.
- **/ Cents per hour deducted from net wages.
- ** Percentage of Gross Pay.
- *** Cents per hour worked deducted from wages.

CONTRACT INCREASES
 May 1, 2015 \$2.00 plus .05 to skilled rate
 May 1, 2016 \$2.05 plus .05 to skilled rate
 May 1, 2017 \$2.05 plus .05 to skilled rate

The Market Promotion Fund and the Industry Advancement Fund contributions shall be in force at the specified rate for the duration of this Agreement unless mutually agreed by the Union and the Northwestern Illinois Contractors Association.

*Section 1. Fringe Benefits Fund. The Employer agrees to make payments into the above listed fringe benefits fund as directed by the Union. Such increase in payments shall be deducted from the hourly rate listed in Addendums.

*Section 2. Pension Fund. The Employer agrees to make payments to and be bound by the Central Laborers' Pension Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Pension Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

**Section 3. Welfare Fund. The Employer agrees to make payments to and be bound by the North Central Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the North Central Illinois Laborers' Health & Welfare Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

**Section 3A. Welfare Fund. The Employer agrees to make payments to and be bound by the Northern Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Northern Illinois Health & Welfare Fund the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement.

**Section 4. Annuity Plan. The Employer agrees to make payments to and be bound by the Northern Illinois Annuity Plan, 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 Northern Illinois Annuity Plan, the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement. Payments for the Northern Illinois Annuity Plan shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

**Section 5. Training Fund. The Employer agrees to make payments to and be bound by the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program, the amount listed above for each Local Union per hour for each hour or portion thereof, including overtime hours worked by an employee covered by this Agreement. Payments for the Illinois Laborers' & Contractors Joint Apprenticeship and Training Program shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

** Section 6. Construction Industry Advancement Fund. Effective May 1, 2015, the employer shall contribute forty-nine cents (\$.49) per hour for each actual hour worked by each employee within Local 32's jurisdiction covered by this Agreement, and forty-two cents (\$.42) per hour for each actual hour worked by each employee within 727's jurisdiction covered by this Agreement to the Construction Industry Advancement Fund of Rockford, Illinois. The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Construction Industry Advancement Fund, its Rules and Regulations and the Trustees now serving. Primary purposes of the Advancement Fund, as set forth in the Trust Agreement, shall include apprenticeship training, advanced craft training and education, safety education, public relationships, and market development, and other educational and informational betterment of such employees and the common good of the Construction Industry. Payments to the Construction Industry Advancement Fund shall be sent to

the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650. If a contractor, pursuant to an international agreement, refuses to pay monies into the Construction Industry Fund, the amount of that contribution will be added to the gross wage of the individual laborer.

**Section 7. Working Dues Check-Off. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall, upon receipt of a proper assignment executed by an employee deduct the authorized membership working dues from the wages of each employee and forward such monies promptly to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

The membership working dues within the jurisdiction of Laborers' Local Union Nos. 32 and 727 are listed above in this Addendum.

**Section 8. Market Promotion Fund. The Employer agrees to make payments to and be bound by the Market Promotion Fund as listed in this Addendum per hour for each hour or portion thereof worked by an employee. Payments to the Market Promotion Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

**Section 9. Laborers'-Employers' Cooperation & Education Trust (L.E.C.E.T.). The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Great Plains District Council Laborers'-Employers' Cooperation & Education Trust (GP-LECET), and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2015, the Employer shall contribute to the Trust the sum of fifteen cents (\$.15) per hour for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

**Section 10. Midwest Foundation for Fair Contracting, Inc. The Employer agrees that by signing this Agreement he becomes bound by and a party to the Agreement and Declaration of Trust creating and establishing the Midwest Foundation for Fair Contracting, Inc., and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2015, the Employer shall contribute to the Trust the sum of ten cents (\$.10) per hour for each hour worked by or paid to each employee covered by this Agreement, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust.

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

Effective May 1, 2015, the Employer shall deduct from the wages of his employees covered by this Agreement for Laborers' Local 32, the sum of \$1.30 per hour, and for Laborers' Local 727, \$3.00 per hour for each hour worked or paid to the employee and remit the same to the Laborers' of Illinois Vacation Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650 in the manner as from time to time prescribed by the Trustees of said Fund.

****Section 12. Organizational Fund.** The Employer agrees to make payments to and be bound by the Organizational Fund as listed in this Addendum per hour for each hour or portion thereof worked by an employee. Payments to the Organizational Fund shall be sent to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650.

Section 13. Payments to the office of the aforesaid Plans and Funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

*Payments made to the Central Laborers' Pension Fund office, P.O. Box 1267, Jacksonville, Illinois 62651. **MAKE ONE CHECK.**

Payments made to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615-5650. **MAKE ONE CHECK.

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