

PERIODS COVERED
APRIL 1, 2016 THROUGH MARCH 31, 2019
HIGHWAY/HEAVY AND UTILITY CONSTRUCTION WORK
Local #773 & Local #1197

STATE OF ILLINOIS

This Memorandum of Agreement made and entered into by the Associated General Contractors of Illinois (AGCI), Egyptian Contractors Association, Inc. (ECA), and Southern Illinois Builders Association (SIBA) on the behalf of contractors who have so authorized them, and any other Employer who becomes signatory to this Agreement, hereinafter called the Employer, party of the first part, and the Southern & Central Illinois Laborers' District Council, and its affiliated Local Unions affiliated with the Laborers' International Union of North America, AFL-CIO, having jurisdiction in the counties enumerated in Article 4, hereinafter called the Union, Laborers' or the Organization, party of the second part.

It is 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 Union, who accept, adopt or sign this Agreement or a facsimile thereof, shall be several and not joint.

**ARTICLE 1
DECLARATION OF PRINCIPLES**

All parties to this Agreement believe that a uniform Agreement, if adopted by all Employers and all Union(s), would further the interests of the construction industry, and further believe that such a uniform Agreement should contain the following eight principles:

1. That there shall be no limitation as to the amount of work an employee shall perform during his working day.
2. That there shall be no restrictions on the use of equipment, tools or appliances.
3. That there shall be no restrictions of the use of any raw or manufactured materials, except prison made.
4. That no person shall have the right to interfere with an employee so as to impede the progress of the work, during working hours.
5. That the foreman shall be the agent of the Employer.

6. That employees are at liberty to work for whomsoever they see fit, but that they shall demand and receive the wage agreed upon as hereinafter set out.

7. That the Employers are at liberty to discharge, for just cause, whosoever they see fit.

8. That in order to give the public the lowest possible construction cost, consistent with fair wages and fair conditions of employment for workers, jobs shall not be created to afford employment.

ARTICLE 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 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 non-payment of dues and fees, the Employer shall within twenty-four (24) hours of such notice discharge said employee. Provided further, that no Employer or the Union shall discriminate against any employee to 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 failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership. All parties recognizing that the Construction Craft Laborer is an apprenticeable craft and that all new members must make application through the apprenticeship program.

ARTICLE 3 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 standards of the trade and who can promote the efficiency and safety of the operations of the Employer, and shall use the facilities of the Union referral office to recruit job applicants exclusively. On all major projects over two hundred thousand dollars (\$200,000), the contractor will notify the Union of the award of the project, the Contractor and the Union agree there will be a pre-job conference if either party so requests. Intentional disregard of this article will be considered a violation of this contract and be subject to the grievance procedures.

In order to maintain an efficient system of production in the industry to provide for an orderly procedure of referral of applicants for employment, and to preserve the legitimate interests of Laborers in their employment, the Employer and the Union agree to the following plan of referral of applicants for employment:

1. Employers shall have complete mobility of employees within the jurisdiction of each Local Union, provided they are members of that Local Union, subject to the Union's right to appoint a steward as provided in Article 12. The company must notify the Union as soon as possible as to the movement of the laborers from one project to another.

2. The Employer shall be allowed key men to include the second (2nd), fourth (4th) and sixth (6th) 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. It is agreed that the Employer shall be free to move key men without restriction to and from the jurisdictions of Local #773 and Local #1197 without restriction as to membership in good standing of one of the Local Unions affiliated with the Southern and Central Illinois Laborers District Council. 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 **must be a member in good standing of one of the Local Unions affiliated with the Southern and Central Illinois Laborers District Council and shall must** have twelve (12) months experience working as a laborer during the past five (5) years. Key men may be used on overtime work but at no time shall the number of key men exceed 50% of four and at no time shall the number of key men exceed the number of referred applicants from the Local Union on any given job or project.

3. Employers may request former Laborers for referral to a job or project, and the Union referral office shall refer said former Laborers 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 under the terms of this or previous agreements within twenty-four (24) months prior to the request.

Beginning April 1st, 2017, to be eligible for recall, an applicant must be a member of the "A" or "C" referral list and have completed a certified ten-hour OSHA training course within the past three (3) years.

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

5. 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. So that the employer, employee and the Union may plan for the next days work, a list of employee referrals for the next days work shall be made available upon request at the referral office by noon, or as soon as possible each day.

6. The Employer in requesting referrals shall specify to the Union (a) the number of employees required, (b) the location of the project, (c) the nature and type of construction, demolition, etc. involved, (d) the work to be performed and (e) such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of qualified applicants. All special requests shall be followed up in writing, by facsimile or company form.

7. The Union shall register and refer all applicants for employment covered by this contract on the following basis:

(a) The Union shall require all job applicants who have not previously registered to submit a resume in writing on forms of their experience and qualification, in order to determine their ability and whether they are qualified to perform the requisite work of the Laborers.

(b) The Union shall maintain lists which shall contain the names of applicants in the order in which they register for employment. The opportunity for new applicants to make application to the apprenticeship program shall be on a non-discriminatory basis. 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.

(c) The Union shall refer applicants in the order of their places on said list and by qualification. 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 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.

(d) 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.

(e) 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.

(f) In the event that the referral facilities maintained by the Local Union are unable to fulfill the request of an Employer for qualified Laborers from within that Local Union, the

Employer shall request Laborers from the District Council, and recall rights of Laborers from other Local Unions within the jurisdiction of Local #773 and #1197 will be allowed. Employers shall give Local Unions twenty-four (24) hours notice when requesting referrals.

(g) A referred applicant shall be considered a Laborer 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 Laborer of the reason for such discharge.

8. 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 AGC of Illinois and a representative of the Union and impartial chairman appointed by the Employer and the Union jointly, shall consider the complaint and, within three (3) days, render a decision which shall 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 decisions shall be in accord with the Labor Management Relations Act, as amended.

9. The parties to this contract shall post in places where notices to Laborers and applicants for employment are customarily posted, all provisions of this contract relating to referral procedures and Union security.

10. 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 Laborers to be procured through referral from offices of the respective unions, shall be made by agreement of the Business Representatives of the Union and the Employer at a pre-job conference provided that such agreement does not conflict with any state or federal law. In the event that the said parties are unable to reach an agreement on the question, the issue shall be submitted under the Grievance and Arbitration Article of this contract.

11. The Employer shall have and retain the full and unrestricted right to employ or not employ any job applicant procured, recruited or referred by the Union under this Article. 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.

ARTICLE 4 TERRITORY COVERED

It is agreed that this contract shall cover all of the following counties in Local #1197: Fayette, Jefferson, Effingham, Hamilton, Clay, Jasper, Crawford, Lawrence, Wabash, White, Richland, Marion, Wayne and Edwards; and the following counties in Local #773: Perry, Franklin, Jackson, Williamson, Saline, Gallatin, Union, Johnson, Pope, Hardin, Alexander, Pulaski and Massac at rates set forth in this contract.

ARTICLE 5 CLASS OF WORK

Section A. HEAVY/HIGHWAY, UTILITY CONSTRUCTION, BUILDING CONSTRUCTION and ENVIRONMENTAL WORK: It is agreed that this Agreement shall apply to all Laborers on all construction work unless specifically exempted herefrom, and all public construction improvements such as roads, subways, tunnels, sewers, sewer disposal plants, streets, alleys, bridges, culverts, grade separations, subdivisions, airports, canals, levees, pavements, watermains and purification plants, pipelines with all connections and appurtenances thereto (located on public right-of-ways or easements thereto) locks, dams, golf courses, water towers, mine reclamation, railroads, communication towers and any environmental clean up on all of the above.

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.

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.

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.

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.

It is further agreed that in addition to ordinary work, Laborers shall control the following classes of work:

1. Laborers shall serve as tenders for all crafts including masons, plasters, tuck pointers, cement finishers, carpenter and all other building and construction trades.
2. Laborers shall unload and distribute all materials for all other building and construction trades on all projects, including the operation of vehicles to distribute men and tools on all types of work. Mixing, conveying all materials used by masons, plasters, carpenters and other construction crafts whether done by hand or any other process. All Laborers' work in connection with unloading and distribution of all materials on the jobsite. Laborers shall also prepare and load out any and all materials to be taken away from the job site. Laborers' shall build scaffolding for masons, and plasters, and tend all other crafts.
3. All work in connection with concrete or any other material used for the same or similar purpose as concrete. Unless it is work that has been pre- dominantly performed by the Operator. Shoveling, puddling, raking, strike off by any method be it by hand or mechanical means. The operation of distribution of concrete such as a truck chute, pump hose, conveyor, crane and bucket or any other means. The mixing, handling, conveying, pouring, tamping, vibrating, gunniting and otherwise applying concrete on all construction. Pouring of centers of fireproofing purposes. Operation of all concrete mixers where no hoist is used. Cement handlers.
4. The setting, lining, and leveling of all forms, wood, iron or other material. Head form setter
5. The stripping and wrecking, Dismantling, cleaning, moving, oiling, stacking and loading out of all concrete forms. The digging and laying of conduit lines and sewer tiles, the removal of all form ties and the patching thereof.
6. Manning and servicing of all vibrators.
7. The application and all preparation work for the application of all mastics, curing compound, sealer or any other material, by any mode or method, for any purpose, to all concrete, asphalt or any other surface.

8. The Laborers shall do all work necessary to properly service the cement finisher, when the finisher is present on a project, the driving of all stakes for any purpose. The carrying and use of all forms and screeds.
9. All demolition work of any kind for any purpose. The raising and moving of all structures. The wrecking of building scaffolds and all structures. The cutting of all holes in masonry walls over three feet by seven feet (3' x 7').
10. Cutting off of concrete pile, and all Laborers' work pertaining to piling, Unloading, clean up, starter holes, and tending of the pile drivers.
11. All clean up of any kind. The cleaning of all bathtubs and sinks. The cleaning of buildings and washing and cleaning of all windows.
12. All labor work to be done by Laborers on all machines. Swampers for tractors, trucks, draglines, cranes and ditching machines. All work pertaining to the dumping of all slip scrapers. Membrane curing spraying machine.
13. The laying, assembling of temporary gas, oil and waterlines and dismantling of same and all connections.
14. Laying of steel mesh and setting of center steel expansion joints. The Laborers shall handle and carry all reinforcing rods on all work covered by this Agreement in accordance with the Green Book decision dated August 2, 1920, amended December 11, 1924, and the agreement between the Laborers' and Ironworkers International Unions covering Southern Illinois dated November 2, 1962. All work on guard rails, temporary or permanent field fence and temporary or permanent chain link fence, delineators, guideposts, right-of-way and section markers, shall be assigned in accordance with the Chicago agreement with the Ironworkers' International Union covering such work dated 1956.
15. The placing of all reinforcement bars, mesh and all other reinforcement material in roads, streets, curbs, slope walls, driveways and alleys.
16. Blocking up and striking off of concrete and all mechanical strike-off.
17. All work of drill running and blasting, including running of wagon drills, mechanical pin pullers and small trenching machines with plow handles, walk behind or remote control, rollers, tampers and compactors.
18. Signal men in all construction work defined herein, including watchmen and guards. The wage scale as set forth in this Article does not apply to watchmen. The wage scale for watchmen will be determined at the pre-job conference.

19. Dirt spotters and all work related to grade checking. Hand grade operators. All work pertaining to grade checking including but not limited to eye levels, laser beam set up and alignment, GPS, Chain men and Rod men.
20. Laying, joining and pointing of all sewer tile and lines.
21. Destruction of all brush and trees by use of fans, curtains, chipping machines, accelerants, trimmers and stackers.
22. Handling, distributing and laying of all gas, oil and watermains.
23. Handling and firing of tar kettles.
24. All Laborers' work pertaining to asphalt, other than Operating Engineers, shall come under the jurisdiction of the Laborers. Asphalt rakers, Men on platform of asphalt plants and asphalt machines.
25. All flagmen, salamander tenders and sprinklers, water boys and men filling and distributing lights and lanterns, propane heaters and equipment related to heating and curing. The firing of boilers under fifteen (15) lbs. of pressure.
26. All types of gasoline buggies, power saws, concrete and asphalt saws, chain saws, gravel box men, chip spreaders and tending mechanical heaters and mechanical form tampers and hydro-platforms. Manning and operating of all power operated and hand chain saws.
27. Installation, wrecking, dismantling, and loading out of temporary road bridges.
28. All Laborers' work in connection with the distribution of all materials on the job site.
29. The Laborers shall do all work necessary to properly service the cement finisher; the driving of all stakes; the carrying of all forms or screeds; including steel curb and gutter for sidewalk screeds to the point of installation. The operation of all hand operated screeds including power assisted screeds on heavy or highway work, and sidewalks that are not in connection with a building project.
30. All labor work in connection with the handling, erection and dismantling of all temporary cement and asphalt plant, rock, gravel, sand and other material bins, batch hoppers, weighmen, ticket writing except when such work is performed by a clerical employee, dumpers, level men, hooking, flagging and signaling on all machinery and other equipment on all work covered under the jurisdiction. of this Agreement.
31. The cutting and burning of all scrap and the use of all cutting torches and other cutting equipment used to perform the work covered under the jurisdiction of this Agreement including but not limited to demolition of material that will not be re-used.

32. The applying and preparation of mastics or other material, by any mode or method, for any purpose, to all concrete.

33. The unloading or handling of precast prestressed concrete to a stockpile will be the work of the Laborer. All Laborers' work on precast and prestressed concrete including drilling and grouting. Where power is used, the tying on of precast or prestressed concrete, preparatory to the final installation, will be the work of the Laborer. The actual setting of precast concrete for bridge decks will be a composite crew made up of laborers and carpenters.

34. The handling of all tarpaulins and the locking of divider boards in multi-batch trucks.

35. Railroad track work, right-of-way clearance, excavation, grading, sub-grading, blasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties at point of installation. All burning or otherwise cutting of track. Setting of ties, placing, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means.

36. Construction and/or relocations of mainlines, shoe flies, siding, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

37. All work connected and related to the installation of embedded reflectors in new and existing highways.

38. Environmental work: On project designated in bid document all work connected and related to; asbestos abatement and removal, hazardous and toxic waste clean up and removal, lead base paint abatement and removal.

39. All Laborers' work in connection with traffic control including but not limited to Maintenance, surveillance, the driving of vehicles, set up and removal.

40. All work connected with landscaping.

41. All work in conjunction with Green Construction including but not limited to any work for grey water, mulch beds and retention ponds within the jurisdiction of this Agreement.

42. Laborers shall perform all the following: demolition work, hand placement of riprap, sign installation and supports, hand shoveling, raking, hand roller operator, vibrator, tampers, hand blades, cutting torches, fire watch, welding, pressure washing, air track operator and drill man, pumpcrete assembly man, core driller operator, eye levels, laser beam alignment, hydro seeder man, grade checking, batch truck dumping, sand blasting, asphalt sealing, straw blowing, laying, handling, distributing and assembling of all; temporary and permanent drains, culverts and pipes, pipe grade man, manhole erectors, the handling, distributing and assembling of all temporary and permanent

sewer and water lines, dynamite and powder man, all deck hands on boats and barges. Non-self propelled concrete saws, hand digging, pavement breakers. Jackhammer men. All submarine cable, Concrete saws, Membrane spraying machine, generators. The operation of water pumps four" (4) and under. All Laborers' work in connection with dewatering systems. Digging of trenches, piers, foundations, and manholes and holes etc.. Digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, dams, dikes and cofferdams. Underpinning and shoring. Work in excavation preparation. Clearing for pools and right of way for construction. Laborers in factories and mills. Laborers in shipyards, material yards, junk yards, Asphalt plants, cemeteries. Driller, blaster, signal men and laborers in quarries, crushed stone yards, sand and gravel pits. Setting up of batch plants and manning of all hoppers, including cement hoppers. All work pertaining to aggregate hoppers and batching men on batch plants, both manual and automatic. All submarine cable. Construction of sewer, shafts, tunnels, subways, dams, dikes, cofferdams, culverts, and flood controls.

43. Certain Laborers shall be classified as "Concrete Specialists", the Concrete Specialists 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 shall have mobility to move throughout the jurisdiction of Local #773 & #1197 provided this movement is restricted to the work of the Concrete Specialist.

Concrete 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.

44. 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.

45. In addition to the foregoing, all work included in the Laborers' "Manual of Jurisdiction."

Section C. This Agreement covers the contractor's operations on the job site and the contractor's operations of a temporary nature in specific support of the job site project, not to include permanent facilities nor the contractor's home office facilities of whatever nature, and shall not include professional engineers, engineering or clerical employees, guards, timekeepers, parts men, scale men (where clerical work is required in conjunction with the operation of the scales), superintendents, assistant superintendents or any supervisors in charge of any class of labor. None of the employees exempted in this paragraph shall be required to be members of any union nor shall they perform any Laborers work.

Section D. Should there be any tunnel work requiring caissons or if men required to work under compressed air conditions, then all classifications of work, and all wage scales covered by the current Collective Bargaining Agreement shall apply.

Section E. Flexible Work Assignments. Whenever the Employer deems it required by circumstances on a particular job or project, and after consultation and concurrent with the District Council Business Manager, Laborers shall perform all work as may be assigned by the Employer.

ARTICLE 6 MANAGEMENT RIGHTS

Section A. 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 B. The Employer shall have the right to determine the number of Laborers any certain operation or portion of work shall require.

ARTICLE 7 WAGES

Section A. It is understood and agreed that the hourly rate of pay shall be as set forth in Addendum A.

The Concrete Specialists shall receive the combined total of wages and fringe benefits contained in the Illinois Prevailing Wage Act for the appropriate county and classification of work in which the Concrete Specialist is used.

Laborers that are performing asbestos abatement and removal of hazardous and toxic waste clean up and lead base paint abatement on jobs identified in the bid documents as environmental projects shall receive \$1.00 per hour above the regular rate of pay.

Where the Employer elects to designate a Laborer Foreman, he shall receive forty-five cents (.45) per hour above the Laborers' wage rate.

Where the Employer elects to designate a Laborer General Foreman, he shall receive one dollar (1.00) per hour above the Laborers' wage rate. Building work employing ten (10) or more laborers shall have a general Foreman appointed by the Employer.

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 (25) feet and shall be 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 feet of free fall additional.

Section B. Central Laborers' Pension Fund. All Employers party to this Agreement agree to contribute to the Central Laborers' Pension Fund for each hour covered employees receive pay, a sum per hour as set forth in Addendum A to this Agreement.

Section C. Southern Illinois Laborers' & Employers' Health & Welfare Fund. All Employers party to this Agreement agree to contribute to the Southern Illinois Laborers' & Employer's Health & Welfare Fund for each hour covered employees receive pay, a sum per hour as set forth in Addendum A to this Agreement.

Section D. Southern Illinois Laborers' & Employers' Annuity Fund. All Employers party to this Agreement agree to contribute to the Southern Illinois Laborers' & Employers' Annuity Fund for each hour covered employees receive pay, a sum per hour as set forth in Addendum A to this Agreement.

Section E. Illinois Laborers' & Contractors' Joint Apprenticeship and Training Trust Fund. All Employers party to this Agreement agree to contribute to the Illinois Laborers' & Contractors' Training Trust Fund for each hour covered employees receive pay, a sum per hour as set forth in Addendum A to this Agreement.

Section F. Laborers' and Employers' Cooperation and Education Trust Fund (LECET). All Employers party to this Agreement agree to contribute to the Laborers' and Employers' Cooperation and Education Trust Fund (LECET), for each hour covered employees shall receive pay a sum per hour as set forth in Addendum A.

Section G. Working Dues Check-off. Upon receipt of a properly signed working dues check-off authorization form, each Employer shall deduct from the above wage rates and pay over to the Union a sum per hour for each hour for which wages are paid as set forth in Addendum A.

The Union shall indemnify, and hold harmless each Employer against liability in the event that it is determined in any board, court or tribunal of competent jurisdiction that such deductions and payments are improperly or illegally made. Local Unions will maintain current dues check-off authorization forms for each person referred to the Employer. Signatory contractors are entitled to view check-off authorization forms of workers they hire or can request copies of the same by mail.

Section H. Egyptian Builders and Organized Labor Together (E-BOLT). 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 shall remit the contribution per hour, as listed in Addendum A, 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 specified by E-BOLT Trustees.

Section I. Vacation Fund. By signing this Agreement the Employer agrees to an after-tax deduction as listed in Addendum A for each hour worked with overtime hours included at the straight time rate to be paid to the Vacation Fund.

Section J. Voluntary Contributions to Laborers' Political League. For work that is performed within the Jurisdiction of Local #773 & Local #1197, the Employer shall, upon written receipt of a proper assignment executed by an employee, deduct the amount as listed in Addendum A 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.

Section K. HEAVY & HIGHWAY WORK IN Local #773 - Industry Advancement Foundation (IAF), Egyptian Contractors Association, Incorporated. Within the boundaries of Local #773, the Employer shall contribute to the Industry Advancement Foundation of the Egyptian Contractors Association, Incorporated. In addition to the per hour wage rate, the employer shall contribute an amount per hour specified in wage Addendum A (Currently .15 per hour) for hours worked by each employee covered by this agreement.

Section L. AGC of Illinois Industry Advancement Fund.

1. EMPLOYERs engaged ONLY in heavy/highway or utility work within the jurisdictions of Locals 773 and 1197 agree to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of three cents (\$0.03) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement.

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

EMPLOYER to comply with this Article shall be deemed a direct violation of the Agreement.

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

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

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

Section **L M**. BUILDING WORK IN Local #773 & Local #1197 - Southern Illinois Construction Advancement Program (SICAP): 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 contract year other than the anniversary date.

Section **M N**. Trust Agreement. The Employers and Union hereby agree to be parties to and to adopt and be bound by the terms and provisions of the Agreement and Declarations of Trust establishing Central Laborers' Pension Fund, Southern Illinois Laborers' & Employers' Health & Welfare Fund, Southern Illinois Laborers' & Employers' Annuity Fund, Illinois Laborers' & Contractors Training Trust Fund, Vacation Fund and Egyptian Builders and Organized Labor Together (E-BOLT) Substance Abuse Screening Trust Fund. All contributions as set forth in Addendum A shall be made in accordance with the provisions of the applicable Trust Agreement, which shall provide for joint administration of said Funds by an equal number of employee or Employer Trustees. All provisions of said Trust Agreements shall meet all the requirements of Section 302 of the Labor Management Relations Act of 1947, as amended, and any other applicable laws.

The Trustees of the said Funds shall, among other things, have the authority to determine the type and amounts of benefits to be provided, and the rules and regulation governing entitlements to such benefits, provided, however, that the benefit plans to be

established shall conform at all times to the applicable requirements of the Internal Revenue Service so as to insure the tax exempt status of the said Funds and the right of contributing Employers to treat the contributions to the Pension Fund as deductions for income tax purposes.

The failure of the Employer to contribute to the said Funds, as provided for herein, for the purpose of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages.

Section **N O**. Notwithstanding any other provision in this Agreement, the Union may strike any Employer for refusal to pay wages and make contributions required herein after giving 48 hours notice to said Employer.

Section **O P**. Bond Requirements: Any Contractors doing business in the jurisdiction of Local 773 and Local 1197 that fail to pay benefits in accordance with the appropriate fund documents, shall obtain and maintain during the term of this Agreement and being renewed yearly an approved surety bond in the amount of fifty thousand dollars (\$50,000) to guarantee their employees working under this Agreement the payment of wages and fringe benefits, including Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Training Fund, Laborers' Political League, Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund, Industry Advancement Fund (IAF), LECET Fund, Supplemental Dues Check-off, and Vacation Fund. The Employer shall be responsible for payment of the Bond premium covering the term of this agreement and shall be renewed yearly. The original copy of the Bond shall be filed with the Union, with copies of said Bond to be filed with the various trust funds to which it shall be applicable. Such Bond shall provide that it shall not be canceled without a thirty (30) day's prior written notice to the Union. The Union shall apply the above requirements on a uniform basis. This Surety Bond shall be revoked after sixty (60) day delinquency.

In the event of failures, defaults or refusal of the Employer to meet his obligations to their employee of the Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Training Fund, Laborers' Political League, Egyptian Builder and Organized Labor Together (EBOLT) Trust Fund, Industry Advancement Fund (IAF), LECET Fund, Supplemental Dues Check-Off, and Vacation Fund after written notice to the Employer and bonding company, may file claim to obtain payment, costs and reasonable attorney's fees there from of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default by an Employer of payment 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 shall remain in full force and effect for a period of one (1) year or until payment of wages and fringe benefits including Pension Plan, Health and Welfare Plan, Annuity Fund, Joint Apprenticeship and Training Fund, Laborers' Political League,

Egyptian Builders and Organized Labor Together (EBOLT) Trust Fund, Industry Advancement Fund (IAF), LECET Fund, Supplemental Dues Check-off, and Vacation Fund payments have been satisfied.

Section **P Q**. Construction Craft Laborer Apprentice.

1. The term of Apprenticeship shall be approximately three (3) years and **3000**/6000 Hours) of on the job training, excluding time spent in related instruction.

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

2. Probationary period. The first five hundred (500) hours of employment for all entering apprentices, without respect to any advanced standing awarded, shall constitute a probationary period which shall be a part of the term of apprenticeship. During the probationary period the Apprenticeship Agreement may be terminated by the committee or apprentice without stated cause or hearing. After the probationary period, the agreement may be cancelled at the request of the apprentice, or may be suspended, cancelled or terminated by the sponsor, for good cause, with due notice to the apprentice and a reasonable opportunity for corrective action, and with a written notice to the apprentice and to the registry agency of the final action.

3. Apprentice Wages and Wage Progression, Apprentices shall be paid a progressively increasing schedule of wages consistent with skills and knowledge acquired. The rate for each period of the Apprenticeship is expressed as a percentage of the skilled Construction Craft Laborer Journeyworker rate specified in the Collective Bargaining Agreement. The approximate time interval for each period is indicated' it may be adjusted for individual apprentice's progress. Such adjusted periods may be made only by committee action.

4. The Schedule that follows provides for three (3) equal periods of 3,000/6,000 hours of work and training each:

First year	75% of the journeyworker rate Including full benefits.
Second year	85% of the journeyworker rate Including full benefits.
Third year	95% of the journeyworker rate Including full benefits.

Apprentice must work a minimum of 1000 hours each year to advance to the next years' pay rate.

In no instance will the starting rate be less than the hourly minimum of the fair labor standards act. The apprentice rate shall be based on the appropriate percent of the journeyworker rate of the collective bargaining agreement.

5. Full fringe benefits as stated in the collective bargaining agreement will be paid on all current and future apprentices enrolled in the apprenticeship program. Employers will be required to make fringe benefit contributions upon employment of any apprentice.

6. Ratio, Supervision, Safety

- a. One (1) journeyworker to one (1) apprentice on a two (2) worker job;
- b. One (1) apprentice to two (2) journeyworkers on a three (3) worker job;
- c. Two (2) apprentices to four (4) journeyworkers on a six (6) worker job;
- d. Three (3) apprentices to nine journeyworkers on a (12) worker job;
- 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.

7. The work of the Construction Craft Laborer occupation is diverse; therefore care must be taken by the JATC to ensure that the families of tasks and groups of job skills are organized so that the JATC can track the experience and training received by the apprentice. Appendix A is the schedule of work progress.

While modifications may be required from time to time to accommodate the type of construction work available in the area, apprentices are encouraged to gain the experience in all of the commonly accepted major industry divisions. The three industry divisions are: (a) environmental remediation, (b) building construction, and (c) heavy/highway construction. It is to be noted that the skills used are not necessarily discrete to one grouping.

The JATC will identify those skill groups most important to success at the journeyworker level in the locality in which the program operates. The JATC will plan rotation and off-site instruction to meet those particular requirements.

Participation by the apprentice in off-job and skill center manipulative skill training is particularly relevant to rounding out the skills acquired as noted above. It is the only viable alternative in dangerous, hazardous work. Moreover, the time spent in this form of tutoring skills is almost totally 100% training time as contrasted with the reverse in normal work time with its focus on productive output. It is for this reason the JATC may give added value to the time spent in such controlled training environments when

determining the completion of a major component of the work process and group of skill modules.

Section **Q R**. Changes. All wages and contributions shall be uniform for all Local Unions covered by this Agreement. Should the Union desire to distribute any part of the negotiated wage increase to the negotiated funds in different amounts than specified in Wage Addendum A, it may do so upon sixty (60) days written notice, prior to the effective date of the increase of April 1, **2017** and April 1, **2018** provided that under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. All such requested changes shall be accompanied by appropriate justification and shall be subject to agreement by the Employer Associations. Upon agreement being reached, an Addendum as well as Illinois Prevailing Wage Forms shall be jointly signed and executed by the parties.

ARTICLE 8 IN CASE OF DIFFERENT SCALES

The party of the second part agrees they shall use all honorable and peaceful means to see that all work is done at the scale of wages not less than those set forth in this Memorandum of Agreement.

ARTICLE 9 NOTIFICATION OF NO WORK, INCLEMENT WEATHER OR EQUIPMENT BREAKDOWN

Section A. Notification of No Work. The foreman or his authorized representative shall notify the steward thirty (30) minutes before quitting time when there will be no work on the following day or shift. Men ordered out at the commencement of the day or shift shall receive two (2) hours pay. Men ordered out and put to work shall receive four (4) hours pay. Men worked past four (4) hours shall receive eight (8) hours pay with the exemption of Article 9 Section B of this Agreement. If for any reason men are ordered to report at noon or the middle of the shift they shall receive four (4) hours pay.

Section B. Inclement Weather or Equipment Breakdown. If the services of a Laborer are not required due to inclement weather, equipment breakdown or other conditions beyond the contractor's control, the Employer shall notify the Laborers two (2) hours before starting time and if not notified two (2) hours before starting time, the employee shall receive two (2) hours pay for reporting. The Employer must notify the Local Union or Steward if there shall be no work due to weather conditions. Whenever weather conditions are unfavorable, employees who have no telephone shall ascertain for themselves whether there will be work by contacting the Local Union. The Employer shall have no obligation to pay reporting time to those employees whom the Employer cannot, by diligent effort, contact to notify them that there will be no work because of weather conditions or equipment breakdown. If work is weathered out or equipment

breakdown after work has started but before two (2) hours have been worked, two (2) hours will be paid. If the men are provided with proper rain gear and are unable to work after the aforementioned two (2) hours because of conditions due to weather, they shall be paid for actual time worked over two (2) hours. The Employer may hold the men on the job but shall not require them to perform any work in inclement weather unless provided proper protection. The reporting time for Saturdays, Sundays and holidays shall be as stated above. However, in the event inclement weather or equipment breakdown causes stoppage of work on those days, Laborers will be paid for time actually worked, but in no event less than two (2) hours at the rate applicable for that day.

Ten Hour Day Schedule. In the event inclement weather or equipment breakdown causes stoppage of work on this schedule, Laborers will be paid for time actually worked, but in no event less than two (2) hours. Laborers would be required to stay on the job for the time they are being paid or at their request be allowed to leave and be paid for actual hours worked.

ARTICLE 10 WORK HOURS AND OVERTIME

Section A. Eight Hour Schedule. A maximum of eight (8) hours shall constitute a day's work and same shall be between the hours of seven (7:00) a.m. and five (5:00) p.m., excepting work that must be performed according to specifications; all work necessary previous to or after starting of major crew or machinery, to be performed at the regular rate. 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. Notwithstanding the above, all work done over eight (8) consecutive hours in any one day, lunch excepted, shall be paid at the rate of one and one-half (1½) times the basic rate of pay. Monday through Friday shall constitute one week's work and shall be so recognized.

Section B. Laborers' ordered out to work on Saturday shall be scheduled for a minimum of three (3) hours, and receive a minimum of three (3) hours pay except as provided in Article 9. When Laborers work beyond three (3) hours they shall be paid for actual hours worked.

Section C. 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 mutual agreement. Any Laborer who works through any part of said lunch period shall be paid at the rate of time and one-half (1½) for such period.

Section D. 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) hour days, Monday through Friday, at straight time. Overtime is to be paid at the rate of one and one-half (1½) 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 this Agreement. In the event inclement weather or equipment breakdown causes a loss of time during these five (5) days, Friday may be used to make up the remaining hours needed to complete a forty (40) hour work 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 cannot be changed again unless mutually agreed upon by the Business Manager and the Employer.

Section E. Double time shall be paid for work done on Sunday or the holidays as specified in Article 11.

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

Section G. 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 (2) or more days.

Section H. When shifts are required, the first (1st) shift shall work eight (8) hours at the regular Straight time rate. The second (2nd) shift shall work eight (8) hours at the regular straight time rate, plus a two dollar (\$2.00) per hour shift premium. The third shift shall work eight (8) hours at the regular straight time rate, plus a two dollar and twenty five cent (\$2.25) per hour premium. A thirty (30) minute lunch period for all shifts shall be agreed to by the Employer and the Union and shall not be considered time worked.

Section I. Any shift that is scheduled outside of the normal 7 a.m. to 5 p.m. work day shall be considered second (2nd) shift and the two dollar (2.00) per hour shift premium shall be paid.

Section J. MAKE UP DAY ON SATURDAY: After a series of meetings during negotiations in regards to keeping signatory contractors competitive and where not prohibited by law, Saturday may be used as a make-up day provided the following paragraph is adhered to.

It is mutually agreed that when contractors anticipate a heavy workload or a tight completion schedule they will notify the District Council who will notify the Local Business Manager. Contractors working an eight (8) hour schedule will explain the need for Saturday make-up days at straight time due to inclement weather conditions, major equipment breakdowns or tight completion schedules. Then in such case, up to eight (8)

hours will be worked on Saturday at straight time to make up for lost hours during the week or up to forty (40) hours after which all time worked shall be at the rate of time and one-half (1½).

In case of the four (4) day ten (10) hour work schedule, two (2) days must have been lost due to inclement weather or equipment breakdown before Saturday can be scheduled as a straight time day not to exceed forty (40) hours for the work week.

ARTICLE 11 HOLIDAYS

Holidays recognized under this Agreement are Sundays, New Year's Day, Memorial Day, July Fourth, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. A holiday shall be from midnight to midnight unless otherwise agreed by the Business Manager. In case a specified holiday falls on Sunday it shall be observed on Monday, the pay for such day shall be at rate of two (2) times the basic rate, if worked. If a holiday falls on a day other than a Sunday, it shall be celebrated on that day. Provided, however, by mutual agreement between the Contractor and the Business Manager of the Local Union, Veterans Day holiday can be scheduled the day after Thanksgiving.

ARTICLE 12 BUSINESS MANAGER & STEWARD

Section A. The Business Manager or his designee shall have the right to visit all jobs in the performance of his duties to the Union, **and shall have the authority to** 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 other employees. The steward shall have the right to be present at all times when laborers' work is being performed, if qualified.

Section B. Upon appointment, the Steward shall enjoy the right to be the last person laid-off and the first person recalled to work by the Employer, on any given job or project. The Steward shall have the right to be working on the job when Laborers work is being performed if qualified.

ARTICLE 13 ARBITRATIONS

Section A. There shall be no stoppage of work on account of any difference which might occur between the Employers and the Union.

Section B. Any dispute (other than jurisdictional) which may arise between the parties hereto or between any particular Employer or Local Union covered by this Agreement which cannot promptly and satisfactorily be resolved by agreement shall be resolved in the following manner:

A joint committee consisting of two (2) appointed by the AGC of Illinois and the Egyptian Contractors' Association, Inc. and two (2) appointed by the Southern & Central Illinois Laborers' District Council shall meet, hear and consider the matter of Highway/Heavy and Utility Construction in good faith and to best of their ability attempt to reach a majority decision on the merits of the dispute which decision shall be final and binding. A joint committee consisting of two (2) appointed by the Southern Illinois Builders Association and two (2) appointed by the Southern and Central Illinois Laborers' District Council shall meet, hear and consider the matter of building construction in good faith and to the best of their ability attempt to reach a majority decision on the merits of the dispute which decision shall be final and binding. In the event that either Committee failed to reach a majority decision within a brief and reasonable period of time, the AGC of Illinois, the Egyptian Contractors' Association, Inc. or the Southern Illinois Builders Association and the Southern and Central Illinois Laborers' District Council shall petition the Federal Mediation and Conciliation Service to furnish a panel of five (5) from which panel an impartial arbitrator shall be selected to resolve the dispute. The decision of the arbitrator shall be final and binding.

Section C. The arbitrators shall not be empowered to add to, detract from or alter the terms of this contract.

ARTICLE 14 JURISDICTIONAL DISPUTES

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. All questions, complaints or disputes dealing with craft jurisdiction shall be referred to the Business Representatives of the Unions involved in the jurisdictional dispute and to the Employer's authorized representative, who shall then meet at a location acceptable to all parties. Jurisdictional disputes that 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. The Unions involved shall agree to request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service, the Unions shall agree to one of the five (5). Any determination made pursuant to this provision shall be final and binding on the disputing Unions and the involved Employer on this project only. A signatory contractor shall not be liable for back pay in the event an arbitrator renders a decision awarding the work to a different trade. However, the signatory contractor will be required to adjust the work assignment to comply with the award and will be liable for back pay from the date of the award should it fail to follow the arbitrators decision. 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 15 PAY DAY

Section A. The Employer shall pay the Laborers every week, the pay day to be chosen by the Employer and shall be within four (4) days from the end of the fiscal week. The pay shall be in check, direct deposit or pay card (at the employee's discretion) and shall be in full up to the regular quitting time at the end of the fiscal week. The Employer shall furnish all employees with written proof of payroll deductions or check stub.

Section B. The Employer shall have the right to make such deductions from the Laborers' salary as required by the state and federal laws or any other legal deductions.

ARTICLE 16 FAILURE TO PAY

Should an Employer fail, refuse or neglect to pay any number of Laborers on the regular pay day, the steward shall make demand upon the Employer for payment, 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 17 REMAINING ON THE JOB

If the Employer requires Laborers to remain on the job during a stoppage of work, they shall be paid continuous time.

ARTICLE 18 LABORERS DISCHARGED OR LAID OFF

If a Laborer is discharged or laid off permanently and the Employer does not have facilities at the job site to prepare payroll checks, the Laborers pay check shall be mailed to his home address within forty-eight (48) hours excluding weekends and holidays.

**ARTICLE 19
COMPENSATION INSURANCE**

The Employer shall carry Workers' Compensation and Unemployment Insurance with a company or Association authorized under applicable state laws and regulations to insure the liability to pay compensation as required under Illinois Workers' Compensation Law. Both parties may open this article if they agree, if at some point during this Agreement the Illinois Workers' Compensation law allows.

**ARTICLE 20
ICE WATER**

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

**ARTICLE 21
REPORT IN CASE OF INJURY**

Section A. It shall be the duty of the foreman to report to the Employer and the duty of the Steward to report to the Union any accident to any Laborer which may occur on the job where they are employed. It shall be the duty of the Employer and the Steward to see to it that the Laborer be taken care of and his family notified if seriously injured.

Section B. Safety and well being of employees is the responsibility of the Employer. Unless extreme circumstances warrant, the Steward shall not leave the job to accompany an injured worker to the doctor unless requested by the Employer. In such case, the Steward shall be paid for the actual time spent in taking care of the injured Laborer.

**ARTICLE 22
TOOLS AND SLICKERS**

Section A. The laborer shall be responsible for having hand tools such as a tape measure, hammer, putty knife or other small tools to be prepared and productive. The Employer shall be required to furnish all other tools.

**ARTICLE 23
SUBCONTRACTOR**

This Agreement shall bind all subcontractors 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. Names and telephone numbers of the sub-contractors shall be supplied to the Local Union at the time of the pre-job conference.

ARTICLE 24 SAFETY

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

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

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

Section 4. Personal Cell Phone and Other Communication Devices: Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

Section 5A: The Laborers shall use its training facility to insure that all Laborers shall be required to successfully complete the Ten-Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course. Each Laborer shall be required to successfully complete the Ten-Hour OSHA Construction Safety and Health Course every three (3) years to maintain their safety awareness and competence. Laborers shall be certified in signaling and rigging. Beginning April 1, 2017, any Laborer not meeting these requirements will not be eligible for placement on the "A" referral list until such time that the requirements are satisfied. **AGCI-SUGGESTED LANG., 03/22/16**

After May 1, 2005 Employers may request referral of Laborers who have completed the Ten-hour OSHA course and refuse Laborers who have not completed the course without penalty.

Section 5B: Furthermore, to increase the safety awareness on all job sites, all Laborers shall be required to successfully complete the four (4) hour Laborers' Flagger Certification Program and thereafter maintain their certification by repeating the Flagger Certification every three (3) years.

Section 5C: All Laborers referred to a job with less than 1,000 hour experience will be given an identification card or form which must be given to the job site supervision indicating that referee has less than 1,000 hours worked in construction.

Section 6. No Laborer shall be required to work in any ditch or other excavation site considered unsafe without proper shoring for safety. Laborers working in dust around cement hoppers and other dangerous dust infected areas shall be provided with respirators and goggles. All Laborers shall be responsible for wearing appropriate safety gear such as steel toe boots, shirts with a minimum three (3) inch sleeve length, full length pants. Respiratory, ear, eye and head protection shall be provided by the Employer. However, it is understood and agreed that employees shall be responsible for purchasing their own safety steel toe boots, shirts, Rubber boots, rain gear, gloves and pants. The Employer and all employees agree to abide by all federal, state and local laws, and all company safety policies.

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

Section 8. A six person committee shall be immediately formed with a representative from each of the following organizations, Southern Illinois Builders Association, Associated General Contracts of Illinois, Egyptian Contractors Association, Illinois joint Apprenticeship and Training Fund, Laborers' Local 773, and Laborers' Local 1197.

This committee will be charged with setting curriculum requirements for Journeyworkers to complete forty (40) hours of training each calendar year. This mission shall be completed no later than January 1, 2009.

This committee shall meet as often as possible to complete the aforementioned mission and then at appropriate times throughout the duration of this Agreement to adjust the curriculum as deemed necessary by a majority of the committee.

ARTICLE 25 MARKET RECOVERY

On Prevailing Wage 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 in the bid document for the duration of that job, except that Health & Welfare contributions shall be as specified in this Agreement, and pay overtime in accordance with applicable state and federal law. All other terms

and conditions of employment shall be as mutually agreed to between the Employer and the District Council Business Manager.

Private (non-prevailing wage) Work. The Employer agrees to employ Union Laborers. Wages, fringe benefits and all other terms and conditions of employment shall be as mutually agreed to between the Employer and the District Council Business Manager at a pre-bid conference.

ARTICLE 26 ALCOHOL AND NON-PRESCRIPTION DRUGS

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

Section 2. Provisions for employee drug or alcohol testing will be outlined in either the EBOLT Trust Agreement, Employer policy and procedures or as required in documentation by Project Owners. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. All drug and/or alcohol testing shall follow the procedures or future revisions outlined by the Substance Abuse and Mental Health Services Administration (SAMHSA) and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 4. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analyses shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (SAMHSA) approved.

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

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

INITIAL TEST

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

Marijuana metabolite.....	50
Cocaine metabolite.....	150
Opiate metabolite.....	*2000
Acetylmorphine.....	10
Phencyclidine.....	25
Amphetamine.....	500

*25 ng/ml if immunoassay-specific for free morphine

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

CONFIRMATORY TEST	LEVEL	(ng/ml)
Marijuana metabolite.....	*15	
Cocaine metabolite.....	**100	
Opiates:		
Morphine.....	***2000	
Codeine.....	***2000	
Acetylmorphine.....	10	
Phencyclidine.....	25	
Amphetamines:		
Amphetamines.....	250	
Methamphetamine.....	250	

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Bezoyllecgonine

***25 ng/ml if immunoassay-specific for free morphine

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

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

Section 8. Any employee with test results of negative shall be compensated for all hours lost. If an employee has a confirmed positive test, (s)he will be: (a) suspended without pay up to thirty (30) days, or as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (c) and agree to periodic follow-up drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Section 9. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the arbitrations provision of this Agreement.

Section 10. AGC of Illinois, Egyptian Contractors' Association Inc, the Southern & Central Illinois Laborers' District Council, Local 773, Local 1197, and Southern Illinois Builders Association (SIBA) agree to work mutually with other Associations and highway crafts in developing an E-BOLT type Drug Screening Substance Abuse Policy and upon completion, by way of addendum be added to this Agreement. If at anytime the Board of Trustees for EBOLT determine that any expansion of the program into jurisdictions other than Local 773 becomes inefficient or unfeasible, the Board may cease operations into any expanded jurisdiction with a six (6) month written notice to all signatory parties.

Section 11. Local #773 & #1197 - Egyptian Builders and Organized Labor Together (E-BOLT) Substance Abuse Policy. 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 Egyptian Builders and Organized Labor Together Substance Abuse Fund, and all amendments thereto whenever adopted, in the same manner and with the same effect as if the Employer had executed such Agreement and Declaration of Trust. The Employer hereby designates as his representative such Trustees as may be, from time to time, appointed to serve as Employer Trustees herein. Employer contributions are as listed in Addendum A.

ARTICLE 27 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
NO DISCRIMINATION**

It is agreed that neither the Employers nor the Union shall engage in or encourage employment practices which discriminate against employees or applicants on the basis of age, sex, race, color, national origin, religion, disabilities, Vietnam era veterans, disabled veterans or any other characteristic protected by law.

**ARTICLE 29
ANNUAL EMPLOYMENT PHYSICAL**

Before reporting to work, when required by an Employer, every Laborer shall be required to have an annual physical examination by a licensed medical doctor at a facility designated for this purpose by the Southern Illinois Laborers' & Employers' Health & Welfare Fund (Fund).

The arbitration clause of this Agreement shall apply to any controversy arising over this provision.

This provision of this Agreement shall be at the expense of the Employer demanding such physical.

**ARTICLE 30
COMPLETENESS OF AGREEMENT**

This Agreement is intended to cover all matters of wages, hours and other conditions of employment including insurance benefits, welfare funds, pension or benefit plans or related subjects and during the balance of the term of this Agreement, the Employers will not be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

**ARTICLE 31
DURATION AND TERMINATION**

This Agreement shall be in full force and effect from April 1, 2016 through March 31, 2019 and thereafter from year to year unless either party notifies the other in writing of their desire to modify or terminate this Agreement at least ninety (90) days but no more than one hundred twenty (120) days before March 31, 2019.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and effective as of the day and year first above set forth.

By signing this Memorandum of Agreement which has been negotiated by and between the Associated General Contractors of Illinois, Egyptian Contractors Association, Inc., Southern Illinois Builders Association (collectively "Employer Associations") and the Southern & Central Illinois District Council on behalf of its affiliated Local Unions, including Laborers' Local 773 and Laborers' Local 1197 (collectively "Union") the undersigned employer agrees to abide by all the Articles, stipulations and fringe benefits contained herein through Local #773 and Local #1197. By signing this Memorandum of Agreement, the undersigned Employer also agrees to be bound by the terms and conditions of any amendments, extensions, or changes in this Agreement that are agreed upon by the Union and the Employer Associations. Additionally, the undersigned Employer agrees to be bound by the terms and conditions of all subsequent and successor agreements to this Agreement negotiated between the Union and the Employer Associations, unless the undersigned Employer notifies the Union in writing of its desire to terminate this Agreement or any subsequent agreement at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration of the respective agreement, further, said individual contractor agrees that notice served by the Union upon the Employer Associations and Mediation Service for reopening and termination or commencement of negotiations shall constitute appropriate notice upon and covering the individual contractor signatory hereto for all purposes. In no event shall the Associations have an obligation to independently notify individual contractors.

FOR THE UNION:

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

Clint B. Taylor Date
Business Manager

FOR THE EMPLOYERS:

**ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS**

Frank Kazenske Date
Director of Labor Relations

**EGYPTIAN CONTRACTORS
ASSOCIATION, INC**

Brian Rehbein Date
Executive Director

**SOUTHERN ILLINOIS BUILDERS
ASSOCIATION**

Donna Richter Date
Chief Executive Officer