

ORIGINAL

AGREEMENT

**NEGOTIATED BY AND BETWEEN
THE ASSOCIATED GENERAL CONTRACTORS
OF ILLINOIS**

AND

**LABORERS' LOCAL 159 (DECATUR)
LABORERS' LOCAL 703 (URBANA)
AFFILIATED WITH**

**THE SOUTHERN AND CENTRAL ILLINOIS
LABORERS' DISTRICT COUNCIL**

**COVERING
HEAVY/HIGHWAY AND UTILITY CONSTRUCTION
IN**

**THE COUNTIES OF
CLARK, COLES, CUMBERLAND, DOUGLAS,
EDGAR, MACON, MOULTRIE, SHELBY,
CHAMPAIGN, DEWITT, PIATT AND VERMILION**

EFFECTIVE: MAY 1, 2023

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AGREEMENT

THIS AGREEMENT, entered into by and between the Associated General Contractors of Illinois, hereinafter called the *Association*; and Laborers' Local #703 (Champaign) and Laborers' Local #159 (Decatur) of The Southern and Central Illinois Laborers' District Council, hereinafter called the *Union*.

ARTICLE 1 PURPOSE

In entering into this Agreement, it is the mutual desire and primary intent of the parties hereto to provide orderly collective bargaining relations and prompt and equitable disposition of grievances, to maintain fair wages, hours and other conditions of employment, to prevent strikes and lockouts, and to respect the legitimate rights and interests of management and labor, the construction industry and the general public.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply. Wherever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form and wherever any words are used in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

ARTICLE 2 RECOGNITION

The Union recognizes the Association as the agent for collective bargaining for all Employers performing work covered hereunder who have so authorized the Association.

The Association recognizes the Union as the exclusive agent for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all Laborer employees performing work which is within the jurisdiction of the Union and is covered by this Agreement, excluding the supervisory forces, clerical employees, technical employees, timekeepers, superintendents, master mechanics, or general foremen in charge of all classes of labor.

ARTICLE 3 SCOPE OF AGREEMENT

Section 1. Geographical Scope. This Agreement covers the following counties in the State of Illinois:

***Champaign, Clark, Coles, Cumberland, DeWitt, Douglas, Edgar,
Macon, Moultrie, Piatt, Shelby and Vermilion***

Section 2. Types of Construction Covered:

This Agreement covers all highway, heavy and utility construction such as described below, but does not cover building construction work.

This Agreement includes, but is not limited to, construction of private and public improvements such as roads, subways, tunnels, sewers, lift stations, disposal plants, alleys, streets, bridges, culverts, grade separations, subdivisions, airports, canals, levees, pavement, water mains, purification plants, pipelines, distribution and service lines, locks, docks, dams, clearing, telephone ducts, golf courses, solar, wind turbine within the scope and jurisdiction of this agreement and demolition work incidental to heavy or highway contract.

**ARTICLE 4
MANAGEMENT RIGHTS**

The Employer retains the right to manage its operations and direct the work forces; to be the judge of the number of employees required on any work; to assign employees as in the Employer's judgment the operations may require.

The Employer may discharge or layoff employees as it sees fit, provided no employee is discharged or discriminated against because of Union activities.

It is understood and agreed that when working in the jurisdiction of The Southern and Central Illinois Laborers' District Council, Locals 159 and 703, signatory contractors shall have the right to direct Laborers to perform work as assigned.

**ARTICLE 5
MAINTENANCE OF STANDARDS**

The Union agrees that it will not willingly permit any organized laborer to work on any project or classification mentioned in Article 3, in any of the above-set-out counties for anyone at lesser rate of wages. The Union shall use all honorable and peaceful means to see that all work is done at a scale of wages not less than those set forth in this Agreement. Honorable and peaceful means shall include a legal picket. It shall not be a violation of this Agreement for any employee to refuse to work behind a legal picket line.

**ARTICLE 6
UNION SECURITY**

All present employees who are or become members of the Union shall remain members as a condition of their employment. All present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment, after seven (7) days following the

beginning of their employment or the effective date of this contract, whichever is the later, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice 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 initiation fees, the Employer shall, within twenty-four (24) hours of such notice, discharge said employee; provided further that no Employer nor 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 the membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring membership. The Construction Craft Laborer is recognized as an apprenticeable craft and all new members must make application through the Apprenticeship Program.

ARTICLE 7 REFERRAL PROCEDURE

Section 1. The Employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Office as set forth herein, and as provided for in the Amended Job Referral Rules, and said employment shall be granted regardless of race, creed, color, sex, age, national origin, religion, disability, Vietnam-era veterans, disabled Veterans, or any other characteristic protected by law.

When an Employer calls the Referral Office for Laborers, they shall be dispatched in a nondiscriminatory manner as follows:

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

(2) The Referral Office shall maintain the following lists on which persons in the Highway and Heavy construction industry may register for referral any time during the hours the Referral Office is open for registration of applicants.

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

(4) The Employer shall recognize the Union's Referral Office in the geographical area covered by this Agreement.

A List: Applicant is eligible for the A List if he/she has worked a minimum of 3200 hours of covered employment as a Construction Laborer as of 1/01/04 and has worked a minimum of 500 hours as a Construction Laborer for a one (1) year period immediately

preceding his/her registration and has worked one (1) year or more in the geographical area covered by that Local Union; and/or has successfully completed the Laborers' Apprenticeship Program; and/or has been evaluated by the JATC and Local Union and can demonstrate work experience in the industry.

B List: Applicants are eligible for the B List if they can demonstrate they have worked a minimum of 3200 hours of employment as a Construction Laborer, but have worked less than 500 hours as a Construction Laborer for a one (1) year period immediately preceding registration; and meet one of the following:

- Have successfully completed the Laborers' Apprenticeship Program;
- Have been evaluated by the JATC and Local Union and found to have industry experience equal to or greater than a beginning journeyman;
- Have successfully completed the Construction Craft Laborer Assessment Examination; or
- Have worked a minimum of 3200 hours of covered employment as a Construction Laborer.

C List: Applicants are eligible for the C List if they have a signed agreement with the Joint Apprenticeship and Training Committee and remain in good standing with the Local Union and JATC.

(5) The foregoing lists shall be maintained on the basis of written statements of persons seeking active employment and such other information available to the Referral Office.

Section 2. All persons registering for active employment shall set forth their name, address and telephone number and classification(s) of work sought.

In dispatching, the Referral Office shall dispatch those on List A provided there are any in the Classification called for by the Employer who are registered and available for work and thereafter, those on List B provided there are any in the classification called for by the Employer who are registered and available for work.

All registrants shall be dispatched in accordance with their experience and ability in the construction industry, i.e., the most experienced and able first, which experience and ability is established by the written statement of the registrant, such registrant having the right to submit any dispute to the Joint Arbitration Board, as set up in this Article, Section 11. The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive five (5) days pay at straight time if employed.

Section 3. All persons on List B shall be dispatched in the order of registration, and when dispatched, their names shall be stricken from the list, provided, however, that upon written request of an Employer, signed by the representative of the Employer on a job or project and delivered to the Referral Office stating that such Employer desires a named Class B registrant be dispatched to such job or project. Such Referral Office shall dispatch such Class B registrant only after the following conditions have been met:

(1) No employee shall be laid off or discharged to make room for such person.

(2) The Employer shall not request more than four (4) Class B registrants by name in each calendar year. In no case shall the number of requested exceed 10% of the total Laborers employed.

(3) The Employer shall not request a Class B registrant by name in the months of December, January, February or March.

Section 4. All persons on list C are Registered Apprentices and shall be dispatched in the order of registration or by Apprenticeship year.

Section 5. If an applicant is incapacitated by illness or injury and upon appropriate substantiation, hours worked in the previous (12) twelve months prior to incapacitation, shall be used to determine referral list eligibility.

Section 6. Employers may request former employees for referral to a job or project in writing and the Referral Office shall refer said former employees to the job or project, provided they are properly registered applicants in the Referral Office, are available for employment at the time of request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within twenty-four (24) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such employees.

Section 7. The Employer retains the right to reject any job applicant referred. The Employer shall have the right to determine the qualifications of employees and shall have the right to hire and discharge for cause accordingly. Hiring of employees shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 8. The Employer, in requesting referrals, shall specify to a 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 Referral Office to make proper referral of qualified applicants.

Section 9. If a registrant, referred for employment in regular order, refuses to accept such referral for employment, the registrant's name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists, if such applicant is not available when referrals are made.

Section 10. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for a qualified employee from the Locals jurisdiction

within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays, and holidays excepted) the Local Union shall refer applicants from a Local Union within the Southern & Central Illinois Laborers' District Council to fulfill the request. In the event that the Union is unable to fill the request, per the above, the Union will seek applicants from the current Apprenticeship register. Should the Union be unable to fulfill the referral from this action, the Employer may then, and only then, hire applicants directly to enter the Apprenticeship Program.

Section 11. In the event that any applicants shall claim discrimination, they may, within ten (10) days following the occurrence of the event that constitutes the basis for the applicant's claim, file with the parties so charged, a written complaint clearly and specifically setting forth the discrimination charges. The other party shall be notified immediately and given a copy of the complaint. A board consisting of a representative for the Employer and a representative of the Union and an impartial chairman appointed by the Employer and the Union jointly, shall consider the complaint, and within three (3) days, render a decision and settlement, which shall be final and binding recognizing the individual responsibility of the Union and the Employer. The Board is authorized to make and issue procedural rules for the conduct of its business, but it 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.

Section 12. Signatory contractors shall be permitted to transfer two (2) key men between the Local Unions in The Southern and Central Illinois Laborers' District Council as the second (2nd) and fourth (4th) men per project. Key men must have a minimum of six (6) months work experience with The Southern and Central Illinois Laborers' District Council. Any additional number of key men shall be determined in a pre-job conference or an agreement between the Employer and the Business Representative of the Union.

(A) There shall be unrestricted movement of concrete specialists between Local- Unions in The Southern and Central Illinois Laborers' District Council except when the Employer has brought the second person as a key man in which case the Local Union where the work is being performed has first right to provide the concrete specialist if it has any available.

Section 13. It is understood and agreed that any employee covered 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/her employment is continuous, whether or not such continuing employment results in displacement of another employee.

Section 14. It is understood and agreed by and between the parties hereto that upon sixty (60) days written notice sent by registered mail, given by one of the parties to the other party prior to any yearly anniversary date of this Agreement for changes in the Referral Procedure as contained in this Article, the parties agree to meet, discuss and negotiate for changes.

Section 15. This shall in no way be construed to invalidate or modify in any manner any other part or section of this Agreement. It is further agreed that the liability of the Employer who accepts, adopts or signs this Agreement, or a facsimile thereof, shall be several and not joint, and the liability of the Laborers' Local Unions who accept, adopt, or sign this Agreement, or facsimile thereof, shall be several and not joint.

ARTICLE 8 REPORTING AND SHOW-UP TIME

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

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

Section 3. It is agreed, however, that the Employer will not be required to pay the show-up time as enumerated in Sections 1 and 2 on account of bad weather, equipment breakdown or for conditions beyond the control of the Employer. The Employer agrees to call employees at least one (1) hour before starting time if no work will be available for said day.

Section 4. If the employee is not to report to work, because of weather, he shall be notified not less than one (1) hour before starting time. If work is shut down after start because of weather or equipment breakdown, the Laborer shall be paid actual hours worked or a minimum of two (2) hours.

Section 5. Members of this bargaining unit shall be paid not less than two (2) hours pay if they report to work. If they are on the job over two (2) hours they shall receive four (4) hours pay. The employee shall remain on the job unless released by the Employer's supervision. If a job is shut down for reasons other than the weather or equipment breakdown, the employee will receive not less than four (4) hours pay.

ARTICLE 9 WORKDAY, WORKWEEK, OVERTIME, SHIFT WORK AND HOLIDAYS

Section 1. Eight (8) Hour Schedule. Five days of eight hours each from Monday 7:00 a.m. until Friday 5:00 p.m. will constitute a regular forty (40) hour workweek, excepting work that must be performed according to specifications, all work necessary previous to or after starting major crew or machinery, which shall be performed at the regular rate. All time worked before the regular scheduled starting time and after the regular scheduled quitting time shall be paid at the overtime rate of one and one-half (1½) times the regular rate. A full half-hour lunch period shall be given near the midpoint of the shift. No man shall be required to work more than five (5) hours without a full half-hour lunch period. Thus, by example, an employee who is required to eat while working and

works from 7:00 a.m. until 3:00 p.m. shall receive seven and one-half (7½) hours straight-time pay and one-half (½) hour pay at the overtime rate. In addition, by example, an employee who is required to eat while working and works from 7:00 a.m. until 3:30 p.m. shall receive eight (8) hours straight-time pay and one-half (½) hour pay at the overtime rate. Any employee who is required to work more than five (5) hours without his lunch period, and who has not had his lunch shall receive a full half-hour and shall be paid the overtime rate.

No man shall be required to work more than six (6) hours without a full half-hour supper period or a half-hour's pay.

If it is mutually agreed between the representatives of the Union and the Contractors, the starting time can be advanced to eliminate working in the heat of the day or for some unusual operating condition.

Section 2. Ten (10) 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 Thursday, 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 four (4) days, Friday may be used to make up the remaining hours. Hours in excess of forty (40) hours for the workweek will be 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 Agent, 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 Agent and the Employer.

If it is mutually agreed between the representatives of the Union and the Contractors, the starting time can be advanced to eliminate working in the heat of the day or for some unusual operating condition.

Section 3. Shift Work. When shifts are utilized, 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 (3rd) shift shall work eight (8) hours at the regular straight time rate, plus a two dollar and twenty-five cent (\$2.25) per hour shift 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.

Any shift considered special and/or night work only, where the shift is scheduled outside of the normal 7 a.m. to 5 p.m. work day, shall be considered equivalent to a second (2nd) shift, and the two dollar (\$2.00) per shift premium shall be paid.

Section 4. Holidays. Double time shall be paid for all work performed on Sunday and the following seven holidays:

New Year's Day	Memorial Day
Fourth of July	Thanksgiving Day
Labor Day	Christmas Day
Veteran's Day (to be celebrated the day after Thanksgiving)	

Furthermore, if a holiday falls on a Sunday, it shall be celebrated on the following Monday.

ARTICLE 10 DISPUTE PROCEDURE

There shall be no strikes or lockouts during the term of this Agreement except as expressly provided for in violation of Articles 13 and Article 22. Any dispute (other than jurisdictional) that may arise between the parties hereto, or any particular Employer or Local Union covered by this Agreement, which cannot promptly and satisfactorily be resolved by this agreement, shall be resolved in the following manner.

1. A committee consisting of four members – two appointed by The AGC of Illinois, and two appointed by The Southern and Central Illinois Laborers' District Council – shall meet and hear and consider the matter, and, 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.

2. In the event that the Committee fails to reach a majority decision within a brief and reasonable period of time, the AGC of Illinois and The Southern and Central Illinois Laborers' District Council shall mutually select an impartial umpire, who shall conduct a hearing and shall issue an award, which shall be dispositive of the dispute and shall be final and binding.

If it is necessary for a party to this Agreement to bring confirmation proceedings to enforce an award or decision of the Arbitrator or Negotiating Committee, then the party bringing such an action shall be entitled to an award for all of that party's costs of confirming and/or enforcing the award or decision, including reasonable attorney's fees. The court shall also award interest at the rate of nine (9%) per annum to the prevailing party from the date of the award or decision of the Arbitrator or Negotiating Committee.

3. The fee and expenses of the impartial umpire shall be shared equally by the parties to the dispute.

4. Jurisdictional disputes may be resolved in accordance with Section 10 (K) of the National Labor Relations Act, as amended.

ARTICLE 11 FOREMAN

Section 1. It is agreed that all Laborer Foremen designated by the Employer shall be members in good standing for no less than six (6) months of the Local Union for which work is being performed.

Section 2. A Laborer Foreman will be designated when five (5) or more Laborers are required on any given crew. When the crew requires twelve (12) or more Laborers, a second Laborer Foreman will be designated. When the crew requires eighteen (18) or more Laborers, a third Laborer Foreman will be designated. When a crew requires three (3) or more Laborer Foremen, one shall be designated as General Foreman. When there are eighteen (18) or more Laborers working under the General Foreman, the General Foreman's duties will be strictly confined to supervision.

Section 3. Laborer Foremen shall receive one dollar (\$1.00) per hour more than the highest paid Laborer under their supervision.

Section 4. When three (3) or more Foremen are required, one shall be appointed General Laborer Foreman and shall receive one dollar (\$1.00) per hour more than the highest paid Laborer under his supervision.

ARTICLE 12 PAYMENT OF WAGES, WAITING TIME

The Contractor shall pay the employees once every week on the regular weekly payday established by the Contractor. The employee shall be paid immediately on payday or be paid the current wage rate for such time he is required to wait. The payday shall be in cash or payroll check and the Contractor shall not hold back more than five (5) days to make up the payrolls.

If an employee is laid off or discharged, and the employer does not have facilities at the job site to prepare payroll checks, the employer shall overnight the employee's paycheck to their home Local on the next business day, excluding weekends and Holidays. The Employer shall pay eight (8) hours pay at the regular hourly wage rate, for every twenty-four (24) hour delay in overnighting said employee's paycheck.

When payday falls on a holiday, the employees shall be paid on the day before such holiday, prior to quitting time.

If there is no work on payday, the paychecks shall be given to the employees by 12:00 noon.

The Contractor shall maintain and furnish a record of hours worked, overtime, deductions, etc.

ARTICLE 13
WAGE RATES, CONTRIBUTIONS AND DEDUCTIONS

Section 1. Each Employer agrees to make the contributions set forth in Addendum A and to accept the terms and conditions of the Trust Agreements establishing the following funds provided said Trust Agreements and Plans are established and maintained in compliance with Section 302(c) of the Taft-Hartley Act, ERISA, other applicable laws, and provided that such Funds receive and maintain a tax qualified status with the Internal Revenue Service:

- (1) Central Laborers Pension, Welfare and Annuity Funds
- (2) Central Illinois Laborers' Legal Plan (Local #703 only)
- (3) Illinois Laborers' and Contractors' Joint Apprenticeship and Training Trust Fund
- (4) Laborers' and Employers' Cooperation and Education Trust
- (5) Industry Advancement Fund

AGC of Illinois Industry Advancement Fund

1. The EMPLOYER agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of twenty cents (\$0.20) 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 the advancement of the Heavy/Highway and Utility construction industry in the State of Illinois.
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.

6. The Associated General Contractors Industry Advancement Fund contributions are above the basic labor rate and shall be sent to the Central Laborers Pension, Welfare & Annuity Fund office, P.O. Box 1267, Jacksonville, IL 62651.

Section 2. The Employer shall withhold working dues from the pay of each employee covered by this Agreement when requested by the Union at the pre-job conference in the amount set forth in Addendum A. It shall be the obligation of the Local Union Business Manager to get signed authorizations from the employees for such deductions. The Employer will not be requested to make such deductions except from the employees who have, by written consent, authorized same.

If an Employer fails to pay into the above-said funds, the arbitration procedure herein 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 14 PREMIUM PAY

All bottom men performing work on sewer and conduit construction, tunnel miners and muckers shall receive twenty-five cents (\$.25) per hour more than the Laborer scale, and, at a greater depth than six (6) feet below ground level, workers shall receive an additional fifty cents (\$.50) per hour for a total of seventy-five cents (\$.75).

ARTICLE 15 SUBCONTRACTING

The Employer agrees to recognize the territorial and occupational jurisdiction of the Union to the extent that it shall not use on the jobsite for the performance of any work within that jurisdiction, which has been historically and continuously performed by the employees within the unit covered by this Agreement, any employer, company or concern that does not observe the wages, fringe benefits, hours and economic conditions of employment as enjoyed by the employees covered by this Agreement.

ARTICLE 16 LABORERS' JURISDICTION

The Laborers' jurisdiction includes, but is not limited to, the following:

Wrecking of any structure; mates and deckhands; concrete saw operators; concrete burners; asphalt saw operators; chain saw operators; form tampers; sandblasting; signalmen; watchmen; flaremen; gravel boxmen; chip spreaders; tending all types

heaters and mechanical buggies; operating saws when used for clearing, setting, lining and leveling of all forms (wood or iron); the laying and assembling of temporary water lines; unloading and installation of well points on a dewatering system and dismantling of same; tending to Carpenters; laying of steel mesh and setting of center steel and expansion joints; blocking up and striking off of concrete and all mechanical strike-off; all work of drill running and blasting, including cement hoppers, skip men, aggregate manning and servicing of all vibrators; laying, jointing, and pointing of all sewer tiles; handling and firing on tar kettles, application of removing or dismantling of forms used for concrete construction; actual laying of telephone ducts, priming and wrapping of pipe and handling of skids on pipelines; stringline men and setting of batterboards on sewers; handling, unloading and laying of plastic pipe; the curing and covering of concrete by any mode or method, excluding self-propelled machines; the unloading, handling, placing, tying and cutting of continuing reinforcing in concrete pavement; swampers on heavy equipment and the unloading and loading of service trucks.

The work of rodmen, grade checkers with or without the use of ATVs, GPS (excluding machine control), stake drivers, chainmen and filling of test blocks if done by craft employees directly employed by the contractor signatory to this Agreement will be the work of the Laborers. This does not apply to employees of any outside firm, consulting engineer, surveyor, or governmental body doing work on the site such as surveyor layout crews, engineers, inspectors, or technicians unless such outside firm is signatory to this Agreement.

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structures by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling and right-of-way clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up, backfilling, and landscaping of old and new sites.

Wrecking. The wrecking or dismantling of buildings and all structures. Breaking away roof materials and beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All cleanup, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

There will be a minimum of one Laborer Carpenter helper for each three (3) Carpenters.

Flaggers in all construction work defined herein, including watchmen. Traffic control supervisor and equipment necessary to perform the work as directed by the Employer. The loading, unloading, handling, stockpiling and placement of all traffic control devices, including the placing of all tapers; the setting of all temporary and permanent signs if done by employees directly employed by Contractors signatory to this Agreement.

Temporary and permanent field fencing.

Clear and grub, layout, dig holes, mix, place, puddle, smooth, and float concrete footings for permanent chain-link fence.

Load, unload, stockpile, handle and distribution of chain-link fence.

Metal and guardrail: Layout, clear and grub, mark, sight, plumb, dress and set all posts and restraint plates.

Load, unload, stockpile, handle and distribution on guardrail line of all materials, tools and equipment.

Cable guardrail on wood posts.

Treated wood post construction with plank, cable, metal plate or any other type beam, rail or fabric.

Guide posts and guard posts (all types) permanent and/or temporary, including right-of-way markers and section markers.

All jackhammer men, gunnite nozzle men, bricklayer tenders, air spades, asphalt rakers, blade grade operators, form setters, mechanical form tampers, powder men, rubbing of concrete, cement handlers, dumping dry cement from dump and batch trucks, sewer tile and pipe layers, shoring and bracing in sewers and tunnels, puddlers, hopper men, power tool operators, spotters and dump men on levees, fills, grades, priming and wrapping of gas lines, and handling of creosote lumber and the handling of lime.

The Contractor agrees to assign work to Laborers in accord with this Agreement. In the event that a Contractor's assignment of work is disputed or any competing claim arises by a labor organization, craft, trade, class or group of employees, such dispute or claim shall be resolved in accordance with Article 10 of this Agreement.

ARTICLE 17 CONSTRUCTION CRAFT LABORER APPRENTICE

Section 1. Construction Craft Laborer Apprentice:

1. The term of apprenticeship shall be approximately three (3) years and (3000/6000 hours) of on the job diversified work and 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 processes.

2. Probationary Period The first 750 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 written notice to the apprentice and to the registration agency of the final action taken.
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 Aprrentice wage rates:

0-750 hours 75% of the journeyworker rate including full benefits

751 -1000 hours 80% of the journeyworker rate including full benefits

1001-2000 hours 85% of the journeyworker rate including full benefits

2001 -3000 hours 95% of journeyworker rate including full benefits

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

One (1) journeyworker to one (1) apprentice on a two (2) worker job;

One (1) apprentice to two (2) journeyworkers on a three (3) worker job;

Two (2) apprentices to four (4) journeyworkers on a six (6) worker job;

Three (3) apprentices to nine (9) journeyworkers on a twelve (12) worker job;

Four (4) apprentices to twenty-five (25) journeyworkers;

Five (5) apprentices to thirty-five (35) Journeyworkers;

Six (6) apprentices to fifty-five (55) Journeyworkers; and
One (1) apprentice to twenty (20) journeyworkers thereafter.
Apprentices shall work under the supervision of competent and qualified laborer journeyworkers on the job. Instruction in safety and safe work practices will be a part of the job instruction and 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 processes.

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 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 processes and group of skill modules.

ARTICLE 18 GENERAL WORKING CONDITIONS

Section 1. On stationary jobs employing four (4) or more Laborers and lasting over one hundred and twenty (120) working days and commencing during the months of November, December, January or February, the Employer shall furnish a warm place to eat lunch and to change clothes during that period.

Section 2. Ice water and paper cups will be on the job within one (1) hour from starting time.

Section 3. Laborers will furnish their own rubber boots, steel-toed boots, gloves and rain suits when required.

Section 4. Any employee injured on the job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost during regular hours. If the employee's occupational injury permits him to continue to work, but requires the employee to have subsequent visits or necessary medical treatment during his scheduled work hours, the employee will not be paid for the time lost from his scheduled work in making such visits.

ARTICLE 19 BUSINESS MANAGER AND STEWARD

Section 1. Business Manager. The Business Manager or his designated representative shall have the right to visit all jobs where the Business Manager's members are employed, but will in no way interfere with the progress of the work.

Section 2. 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. These duties shall include the promotion of harmony, respect and cooperation on the jobsite.

Section 3. The Steward shall not be transferred from one project to another without getting consent from the Business Manager of the Local Union.

Section 4. The Steward shall not be discharged because he is performing his duties as a Steward, nor shall the Steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

ARTICLE 20 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 that 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. Provision for Employee drug or alcohol testing will be as outlined in the Substance Abuse Testing Program Policy as outlined in Addendum B, or individual Employer policies and procedures, or as required in documentation by Project Owners. Drug and alcohol testing shall consist of, but not be 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 analysis shall be certified by the Department of Health and Human Services and/or the Substance Abuse and Mental Health Services Administration (SAMHSA).

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 SAMSHA levels at the time of testing shall be considered a positive test result when using the initial immunoassay drug-screening test: See the current list of Analytes and their cut-off levels at SAMSHA.gov.

Alcohol test levels at or above .02 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 that could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

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.

ARTICLE 21 LIMITATION ON LIABILITY

Section 1. It is understood and agreed that the Association is acting only as agent for those Contractors and Employers who have authorized it to negotiate and execute this Agreement and in no event shall the Association be bound as principal or be held liable in any manner for any breach of this contract by any Employer or Contractor. It is further agreed and understood that the liabilities of the Employers and Contractors who are bound by this contract shall be several and not joint.

Section 2. It is understood and agreed that the District Council is acting only as agent for those Local Unions who have authorized it to negotiate and execute this Agreement and in no event shall the District Council be bound as 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 22 BONDING

For cause, unless waived by mutual agreement between the Employer and the Union, the Employer shall obtain and maintain during the term of this Agreement, a surety bond in the amount of twenty thousand (\$20,000) dollars to guarantee to its employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund, Welfare Fund and Training Fund payments.

In the event of failure, default or refusal of the Employer to meet its obligations to its employees or the Pension Fund, Welfare Fund and Training Fund when due, the Union aggrieved employees or the Trustees of the Pension Fund, Welfare Fund and Joint Apprenticeship Training Fund, after written notice to the Employer and Bonding Company, may file claim to obtain payment, costs and reasonable attorney's fees therefrom 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 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 sixty (60) days after job completion.

ARTICLE 23 MARKET PRESERVATION

On jobs where non-signatory or bonafide non-union contractors are bidding, the parties agree as follows: The Employer agrees to employ Union Laborers, pay wages and fringe benefits as set forth in the bid document for the duration of that job, except that

Health and 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 Union.

ARTICLE 24 WELLNESS PROGRAM

The AGC of Illinois and The Southern and Central Illinois Laborers' District Council, Locals 159 and 703, agree to work mutually with The Midwest Region Health and Safety Fund in developing a Wellness Program and upon completion, by way of an addendum, add to this Agreement.

ARTICLE 25 SAFETY

Section 1. It is recognized 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 his 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 Phones and Other Communication Devices, including any Audio Receiving 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 5. (A) 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. Thereafter, each Laborer shall be

required to successfully complete the Ten-Hour OSHA Construction Safety and Health Course every two (2) years to maintain their safety awareness and competence. 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.

(B) Furthermore, to increase the safety awareness on all job sites, all Laborers shall be encouraged to successfully complete the four (4) hour Laborers' Flagger Certification Program and a rigging and signaling certification and thereafter maintain such certifications by repeating the Flagger Certification every three (3) years and as required by OSHA regulations. Employers may request referral of Laborers who have completed Flagger Certification and/or rigging and signaling certification and refuse Laborers who have not obtained the certification, without penalty.

Section 6. All Laborers shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection. The Employer and all employees agree to abide by all federal, state, local and 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.

ARTICLE 26 SAVINGS AND SEPARABILITY

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 laws, then such section shall be void and both parties agree to immediately meet and re-negotiate such sections to conform to the law. All other sections and Articles of this Agreement shall remain in full force and effect.

ARTICLE 27 COMPLETENESS OF AGREEMENT

The parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the wording of this Agreement. This Agreement may be amended only by written agreement signed by both parties. Except as otherwise specifically provided herein, all the rights of the Contractors, Employers, Employees and the Union are retained.

**ARTICLE 28
DURATION AND TERMINATION**

It is understood and agreed that the conditions of this Agreement shall be in full force and effect from May 1, 2023 to April 30, 2028 and shall continue in effect from year to year thereafter, unless written notice sent by registered mail is given by one of the parties hereto to the other party no less than ninety (90) days and not more than one hundred twenty (120) days before April 30, 2028, and thereafter no less than ninety (90) days nor more than one hundred twenty (120) days before the yearly expiration date.

This Agreement has been negotiated by and between the Associated General Contractors of Illinois and the Southern & Central Illinois District Council on behalf of its affiliated Local Unions, including Laborers' Local 159 (Decatur) and Laborers' Local 703 (Urbana) (collectively "the Union"). The undersigned Employer agrees to abide by all the Articles, stipulations, addendums and fringe benefits contained herein within Local 159 and Local 703. By signing this Agreement, the undersigned Employer also agrees to be bound by the terms and conditions of any, amendments, extensions, or changes in this Agreement that are agreed upon by the Union and the Employer Association. 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 Association, 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 Association 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth.

FOR THE UNION:

The Southern and Central Illinois
Laborers' District Council

FOR THE ASSOCIATION:

The Associated General Contractors
of Illinois

Matthew E. Smith
Deputy Trustee

Date

Frank Kazenske
Director of Labor Relations

Date

**ARTICLE 28
DURATION AND TERMINATION**

It is understood and agreed that the conditions of this Agreement shall be in full force and effect from May 1, 2023 to April 30, 2028 and shall continue in effect from year to year thereafter, unless written notice sent by registered mail is given by one of the parties hereto to the other party no less than ninety (90) days and not more than one hundred twenty (120) days before April 30, 2028, and thereafter no less than ninety (90) days nor more than one hundred twenty (120) days before the yearly expiration date.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth.

FOR THE UNION:

The Southern and Central Illinois
Laborers' District Council


Matthew E. Smith
Deputy Trustee

9/28/23
Date

FOR THE ASSOCIATION:

The Associated General Contractors
of Illinois


Frank Kazenske
Director of Labor Relations

4/21/2023
Date

Contractor Signature Page

By signing this Agreement which has been negotiated by and between the Associated General Contractors of Illinois and the Southern & Central Illinois District Council on behalf of its affiliated Local Unions, including Laborers' Local 159 and Laborers' Local 703 (collectively "the Union") the undersigned Employer agrees to abide by all the Articles, stipulations, addendums and fringe benefits contained herein within the counties covered by Local 159 and Local 703.

FOR THE COMPANY:

Company Name: _____

Company Address: _____
Street Address and/or PO Box

City: _____ State: _____ ZIP Code _____

Fax Number _____

Telephone Number: _____

Email Address: _____

Signed By: _____ Date: _____

Printed Name and Title:

FOR THE UNION:

The Southern and Central Illinois Laborers' District Council:



Matthew E. Smith – Deputy Trustee

Witnessing Union Agent

Date _____

Title _____