

TRI-COUNTY AGREEMENT  
BETWEEN  
THE ASSOCIATED GENERAL CONTRACTORS  
AND  
LABORERS INTERNATIONAL UNION OF NORTH AMERICAN  
LOCAL 231  
AND  
THE NORTH CENTRAL ILLINOIS LABORERS DISTRICT COUNCIL  
COVERING  
HIGHWAY, HEAVY AND UTILITY CONSTRUCTION  
IN THE  
ILLINOIS COUNTIES OF ADAMS, HANCOCK AND McDONOUGH

EFFECTIVE: MAY 1, 2001

EXPIRATION: APRIL 30, 2005

## AGREEMENT

This Agreement, entered into by and between the Associated General Contractors of Illinois, herein called the "Association", and the North Central Illinois Laborers District Council and Laborers International Union of North America, Local No. 231, hereinafter called the "Union."

### ARTICLE 1 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 2 SCOPE OF AGREEMENT

Section 1. Geographic Scope. This Agreement's jurisdiction covers the area in the Illinois counties of Adams, Hancock and McDonough.

Section 2. Type of Construction covered. This Agreement covers all highway, heavy and utility construction such as described below, but does not cover building construction work, or non-prevailing rate work under \$300,000.

Construction of private and public improvements such as roads, subways, tunnels, sewers, life 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, telephone ducts, golf courses, and demolition work incidental to heavy or highway contract.

### ARTICLE 3 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 lay off employees as the employer sees fit, provided no employee is discharged or discriminated against because of the Union activities.

It is understood and agreed when working in the jurisdiction of Local No. 231 in the counties of Adams, Hancock and McDonough, signatory contractors shall have the right to direct Laborers to perform work as assigned. Laborers shall perform all work assigned to them by their employer. Laborers working for signatory contractors in the three (3) counties referenced above shall continue to perform assigned work regardless of any strike or picketing by any other union.

#### ARTICLE 4 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 employees covered by this contract to complete or maintain their 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 the membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

#### ARTICLE 5 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.

On all major projects the Contractor and the Union agree there will be a pre-job conference if either party so requests.

When an Employer calls the Referral Office for Employee(s), they shall be dispatched in a non-discriminatory 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 a person in the Highway and Heavy construction industry may register for referral any time during the hours, which 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 A for Class A persons seeking active employment, i.e., each applicant who has been employed as a construction laborer for more than the past two (2) years in the territorial jurisdictional area of Local #231. It is understood this includes graduates from the Laborers' and Contractors' Apprentice Training Program.
  - b. List B for Class B persons seeking active employment, i.e., each applicant who has worked as a Construction Laborer for more than the past one (1) year in the jurisdictional area of Local #231.
  - c. List C for Class C persons seeking active employment who have not been employed or available for employment in the geographical area of Local #231. Also included in List C are any other applicants not qualifying for Lists A or B above.
  - d. List D for Class D persons who are Apprentices Applicants, who are registered with and participating in the Apprenticeship Program developed by the Illinois Laborers' and Contractors' Training Program. Apprentices shall be referred by qualifications and experience.
5. The foregoing lists shall be maintained on the basis of written statements of persons seeking active employment and such other information available to Referral Office.

Section 2. An applicant seeking a referral to a job must file with the Local Union a signed and dated referral form providing name, telephone number and social security number stating skills the member possesses and the jobs the member is able to perform, including any relevant licenses, certifications, and the designated Local Union geographical jurisdiction applicants are willing to work in. Blank referral forms will be available at the Local Union. The Local Union will compile an out-of-work list, consisting of the members who have registered their availability for referral. The Local Union may confirm any prior employment, licenses, or certifications listed by the member.

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

Employer who are registered and available to work and thereafter, those on List C so long as there are any in the classification called by the Employer who are registered and available to work. Class D Apprentices shall be referred, when requested by an Employer, under the ratio to journeyman guidelines listed in the Illinois Laborers' & Contractors' Joint Apprenticeship and Training Trust Agreement and Article 9 of this Agreement.

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 Section 9 of this Article. The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched last long enough for the dispatched registrant to receive three (3) days' pay at straight time if employed.

Section 3. All persons on List C shall be dispatched in the order of registration with experience and ability, and when dispatched, providing that a written request of any 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 C registrant be dispatched to such job or project. Such Referral Office shall dispatch such Class C registrant only after the following conditions have been met:

- a. No employee shall be laid off or discharged to make room for such person.
- b. The Employer shall not request more than four (4) Class C registrants by name in each calendar year. In no case shall the number of requested exceed 10% of the total Laborers employed.
- c. The employer shall not request a Class C registrant by name in the months of December, January, February, or March.

Section 4. If an applicant is incapacitated by illness or injury and upon appropriate substantiation, hours worked in the previous twelve (12) months prior to incapacitation, shall be used to determine referral list eligibility.

Section 5. 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 twelve (12) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such employees.

Section 6. 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 7. 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 8. 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 9. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for a qualified employee within twenty four (24) hours after such request for referral is made by such Employer (Saturday, Sundays, and Holidays excepted), the Employer may employ applicants directly. In such event, the Employer shall notify the Union Office of the name(s) of the person(s) employed and the date of hiring. Such notice shall be given within forty-eight (48) hours of the hiring.

Section 10. In the event that any applicants shall claim discrimination, they may, within ten (10) days following the occurrence of the event which constitutes the basis for the applicants 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 representative of the Union and an impartial chairman appointed by the Employer and the Union jointly, shall consider the complaint, and with 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 decision shall be in accord with the Labor Management Relations Act, as amended.

Section 11. Signatory contractors shall be permitted mobility in the movement of people on a fifty percent (50%) basis as the second (2<sup>nd</sup>), fourth (4<sup>th</sup>), sixth (6<sup>th</sup>) person etc. This provision shall also apply to concrete specialist.

Section 12. 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 employment is continuous, whether or not such continuing employment results in displacement of another employee.

Section 13. 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 changes.

Section 14. The Referral Procedure listed above is applicable only in Local 231's jurisdiction in the three (3) counties covered by this agreement.

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.

## ARTICLE 6 WAGES, HOURS OF WORK, OVERTIME, HOLIDAYS AND SHOWUP TIME

Section 1. Overtime. Overtime shall be paid at the rate of time and one-half (1 ½) for all hours worked over forty (40) hours during the regular work week Monday through Saturday unless otherwise required by law. A workday may be scheduled at the discretion of the Employer.

Section 2. Pay. Employees shall be paid for actual hours worked. Provided, however, employees who are not called off one (1) hour prior to the established starting time shall, upon showing up for work, receive one (1) hour's pay to defray travel.

Section 3. Wage Package. The total wage package to be paid to all employees for the duration of any public works project shall be that rate as printed in the bid documents as the prevailing wage (wage plus fringe benefits) or as otherwise required by law. Provided, however, the employer shall at all times continue to pay the current fringe benefits as specified in this agreement. The hourly rate of pay shall be adjusted as necessary, in order to offset any differences between the prevailing wage package (wage plus fringe benefits) as specified in Schedule A.

Section 4. Private, Commercial or Non-Prevailing Wage Work up to 1 Million Dollars. All work performed under this classification shall be paid at 70% of the journey wage scale plus full contribution to the fringe benefit funds listed in Schedule A.

Section 5. Private Residential Work. Residential (non-prevailing rate) work and all private work performed in the Employer's permanent yard or shop, the rate of pay shall be 50% of the applicable wage rate in addition to the applicable fringe benefits as specified in Schedule A.

Section 6. Shift Work. The employer may schedule shifts when necessary with no premium pay. The shift shall not be less than a minimum of three (3) days. When working shifts the Employer will notify the Union.

Section 7. All work done on Sunday and Holidays shall be paid for at the double time rate. Holidays recognized by the terms of this Agreement shall be:

New Years' Day  
Memorial Day

Veterans' Day  
Thanksgiving Day

Fourth of July  
Labor Day

Christmas Day

No work shall be done on Labor Day except to save life or property. Veteran's Day shall be celebrated the day after Thanksgiving. Furthermore, if a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that day.

## ARTICLE 7 WAGE RATES, CONTRIBUTIONS AND DEDUCTIONS

Section 1. The hourly rates of pay, contributions and deductions shall be as set forth in Schedule A.

Section 2. Each Employer agrees to make the contributions set forth in Schedule 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, and other applicable law, and provided that such Funds receive and maintain a tax qualified status with the Internal Revenue Service:

- a. Laborers' Local 231 Pension Fund
- b. Laborers' Local 231 Health and Welfare Fund
- c. Laborers' Local 231 Annuity Trust Fund
- d. Illinois Laborers' and Contractors' Joint Apprenticeship and Training Trust Fund
- e. Illinois Laborers' and Employees' Cooperation and Education Trust Fund (LECET)
- f. Laborers' Health and Safety Fund of North America (LHSFNA)
- g. Midwest Foundation for Fair Contracting
- h. Illinois Legislative Committee

Section 3. The Parties have mutually agreed that all contributions and deductions shall be paid for all hours worked at the straight time rate of pay in the counties covered by the Agreement and that all trust documents shall be amended to reflect this agreement. Payments of all fringe benefit monies shall be made by the Employer no later than the 15<sup>th</sup> day of the month next following the month in which hours of covered employment were worked.

Section 4. Check-Off. The employer shall, upon receipt of a proper assignment executed by an employee, deduct the amounts shown on the check-off authorization card (and are listed in Schedule A), from the wages of such employee and forward such monies to Laborers' Local 231.

The following items fall within the designation of check-off:

- Working Dues. The membership working dues is listed in Schedule A.



- Real Estate Maintenance Fund. The amount listed in Schedule A for each hour worked under the geographical jurisdiction of this Agreement and is to be used as a permanent fund for the maintenance of real estate owned by the Local Union.

Section 5. A failure by the Employer to make the required payments at the time specified shall be deemed a gross breach of this Agreement by the Employer and the Union shall be free to take any appropriate action including the withholding of services by Employees and the publication by traditional means of the nature and cause of the dispute to other parties.

Section 6. All Employers bound by this Agreement shall, for each month in which an employee performed work in covered employment, submit to the Funds a report detailing the hours of covered employment worked by employees on a form to be provided by the Union, and that it will make all payments to Laborers' Local 231 Clearing Account, P.O. Box 374, Pekin, Illinois, 61554, or to such other account(s) or address(es) as the respective Funds from time to time shall designate in writing to the Employer.

## ARTICLE 8 PAYMENT OF WAGES

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 the employee is required to wait. The pay 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 discharged or laid off, the employee shall be paid immediately or paid the current wage rate for such time the employees are required to wait for their pay, unless difference arrangements have been made with the Business Manager of the Union. If a check is refused because of insufficient funds, then the employees will be paid in case.

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.

## ARTICLE 9 CONSTRUCTION CRAFT LABORER APPRENTICE

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

## APPRENTICE WAGE PROGRESSION:

75%	-	first year	full fringes
85%	-	second year	full fringes
95%	-	third year	full fringes

## APPRENTICE RATIOS:

- One (1) Journeyman to one (1) Apprentice on a two (2) worker job.
- One (1) Apprentice to first five (5) Journeymen.
- Two (2) Apprentices to ten (10) Journeymen
- Three (3) Apprentices to fifteen (15) Journeymen
- Four (4) Apprentices to twenty-five (25) Journeymen
- Five (5) Apprentices to thirty-five (35) Journeymen
- Six (6) Apprentices to fifty-five (55) Journeymen
- One (1) Apprentice to each twenty (20) Journeymen thereafter.

## **ARTICLE 10 FOREMAN**

All foremen shall be working foremen, and members of the Laborers' International Union of North America. There shall be no premium pay for any foreman.

## **ARTICLE 11 SUBCONTRACTING**

The Employer agrees to recognize the territorial and occupational jurisdiction of the Union to the extent that it shall not use on the job-site for the performance of any work within that jurisdiction, which has been historically and continuously performed by 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 12 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 tamperers; sandblasting; signal persons; watch persons; flare persons; gravel box persons; chip spreaders; tending all type heaters; and mechanical buggies, operating saws when used for clearing; setting, lining and leveling of all forms, work or iron; the laying assembling of temporarily 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 persons; aggregate scales, signal persons and flaggers on all construction work defined herein; manning and servicing of all vibrators; laying, jointing and pointing of all sewer tile; handling, distributing, laying and making of all joints on water mains; handling and firing on tar kettles, applications of plastic sealants when applied by hand methods; wrecking, stripping, 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 persons and setting of batterboards on sewers; handling, unloading and laying of plastic and relining of all pipes.

The curing and covering of concrete by any mode or methods, excluding self-propelled machines; the unloading, handling, placing, tying and cutting of continuing reinforcing in concrete pavement; swappers on heavy equipment and the unloading and loading of service trucks.

The work of rod persons, stake drivers, chain persons and filling of test blocks if done by 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 survey or 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 structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back filling, landscaping old and new sites.

Wrecking. The wrecking or dismantling of building and all structures. Breaking away roof materials, 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, back filling and landscaping of the site of wrecked structure.

Asbestos abatement and hazardous waste removal work.

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

Temporary and permanent field fence.

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

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

Metal Guardrail: Lay out, clear and grub, mark, sight, plumb, dress and set all posts and restraint plates.

Load, unload, stockpile, handle and distribution on guardrail line 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 persons, gunnite nozzle persons, bricklayer tenders, air spades, asphalt rakers, blade grade operators, form setters, chain saw operators, concrete saw operators, asphalt saw operators, mechanical form tampers, powder persons, 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 persons, power tool operators, spotters on dump persons or on levees, fills, grades, priming and wrapping of gas lines, and handling of creosote lumber and the handling of lime.

### ARTICLE 13 DISPUTE PROCEDURE

Any dispute, except jurisdictional, which may arise between the parties hereto, or any particular Employer or the Local Union Covered by this Agreement, which cannot promptly and satisfactorily be resolved by agreement, shall be resolved in the following manner:

1. A Committee consisting of an equal number of members appointed by AGC of Illinois and the Northern 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. If a majority decision is reached on the issue then such 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 North 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.
3. The parties to the dispute shall equally share the fee and expenses of the impartial umpire.

Jurisdictional disputes shall be resolved exclusively in accordance with Section 10(k) of the National Labor Relations Act, as amended.

### ARTICLE 14 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 each 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. It is understood and agreed that it will not be a violation of the Agreement for members of the second part to refuse to work in water, sloppy concrete, mud or where water drips on them, unless proper rubber wearing apparel is provided. Laborers will furnish their own rubber boots.

Section 4. Any employee injured on a 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 the employee returns to the job that day, the employee shall be paid full time for the time lost during regular hours. If the employee's occupational injury permits the employee to continue to work, but requires the employee to have subsequent visits or necessary medical treatment during their scheduled work hours, the employee will be paid for the time lost from the employee's scheduled work in making such visits.

## ARTICLE 15 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 purpose 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 outline in Employer policy and procedure or as required in documentation by Project Owners. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random and reasonable cause. Reasonable cause shall include for example, but is not limited to, visible impairment, possession, reports of on duty use, prior detection and rehabilitation, or involvement in an accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. 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 Substance Abuse and Mental Health Services, hereinafter, SAMHSA, formerly known as NIDA) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures outlined by SAMHSA and shall be in compliance with all State and Federal laws regarding alcohol/drug testing.

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

Section 6. Employees taking prescription medication, which according to their physician has physical or mental side effects, which could cause impairment on the job site, must 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 7. Any employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, he will be: (a) suspended without pay up to 30 days, 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 random drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive test or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Section 8. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this contract.

## ARTICLE 16 BUSINESS MANAGER AND STEWARD

Section 1. Business Manager. It is agreed that the Business Manager will have the unrestricted right to visit all jobs where the Business Manager's members are employed.

Section 2. Steward. The Business Manager may appoint a steward on all projects or portions of projects whose duty it will be to see that this contract is adhered to and that all work coming under jurisdiction of the Union is performed by employees covered by this Agreement.

Section 3. The steward is to perform all duties assigned to him by the Business Manager. The steward is to work the same as any other employee on the job.

Section 4. It shall be the duty of the steward to report to the Union any accident to any of the employees which may occur on the job where employed. It shall be the duty of the steward to personally see that the injured employees are taken care of and their family notified without loss of time or pay to the steward so engaged.

Section 5. The steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 6. 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 will include the promotion of harmony, respect, and cooperation on the jobsite.

Section 7. The steward shall not be discharged because the steward is performing duties as a steward, nor shall the steward be discriminated against because of the steward's affiliation with the Union or because of activities on behalf of the Union.

Section 8. The steward shall work when there is any work to be performed by the Laborers'. The steward shall be the last man on the job, if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved, and a mutual understanding arrived at. The steward shall be allowed whatever time is necessary to police the job when necessary.

Section 9. When an employer sees fit to discharge an employee or employees or have a reduction in the work force, the Employer is to notify the steward before taking such action.

Section 10. When a job is temporarily shut down to weather, material shortages or similar cause and employees are laid off, the steward shall be the first employee recalled to work when the work resumes.

#### ARTICLE 17 LIMITATION ON LIABILITY

Section 1. It is understood and agreed that the Association is acting only as agent for those contractors 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 Employers. It is further agreed and understood that the liabilities of the Employers who are bound by this contract shall be several and not joint.

#### ARTICLE 18 BONDING

For cause, unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdictional area covered by this Agreement for at least one full year immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement, a surety bond in the amount of twenty thousand dollars (\$20,000) to guarantee to its employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund and Welfare and Training Fund Payments.

In the event of failure, default or refusal of the Employers to meet their obligations to their 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 Training Fund, after written notice to the Employer and Bonding Company, may file claim to obtain payment, costs and reasonable attorneys' fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in the 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 consequent of which the Union shall have the right to resort to economic and other sanctions against the said Employer; bond to remain in full force and effect for a period of ninety (90) days after job completion.

#### **ARTICLE 19 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 20 COMPLETENESS OF AGREEMENT**

The parties agree that the total results of their bargaining are embodied in the 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, the employees and the Union are retained.

#### **ARTICLE 21 NO STRIKE/NO LOCKOUT**

The Union agrees there will be no strikes or work stoppages or slowdowns of any kind for any reason for the duration of this Agreement. The Employer agrees there will be no lockouts of any kind for any reasons for the duration of this Agreement.

#### **ARTICLE 22 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 emotional and financial 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 do all that is possible to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedures and the commitment and cooperation of the parties to this Agreement.

Section 4. The Laborers shall use its training facility to insure that all Laborers shall be required to successfully complete the Ten (10) hour OSHA (Occupational Safety and Health Administration) Construction Safety Course. Thereafter, each Laborers 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. After May 1, 2003, 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 5. 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.

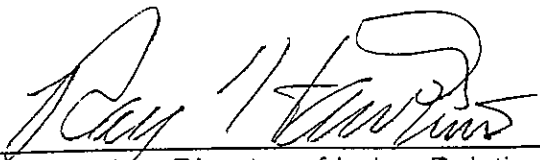
Section 6. Failure on the part of an employee to comply with safety rules established by the Employer may be grounds for dismissal.

#### ARTICLE 23 DURATION AND TERMINATION

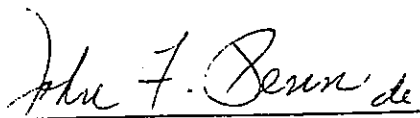
It is understood and agreed that this Agreement shall be in force and effect from May 1, 2001 through April 30, 2005 and shall continue in effect from year to year thereafter unless written notice sent by registered mail is given by one of the parties to the other party no less than sixty (60) days and no more than ninety (90) days before April 30, 2005, or any successive anniversary date thereafter.

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

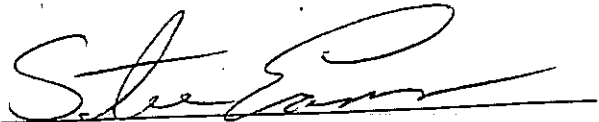
FOR THE ASSOCIATED GENERAL  
CONTRACTORS OF ILLINOIS

  
Ray Hawkins, Director of Labor Relations

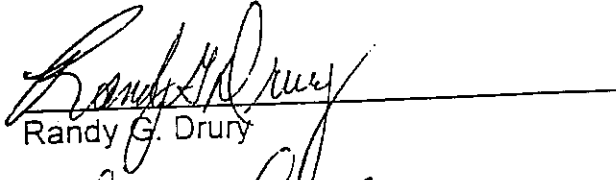
FOR NORTH CENTRAL ILLINOIS  
LABORERS' DISTRICT COUNCIL

  
John F. Penn, Business Manager

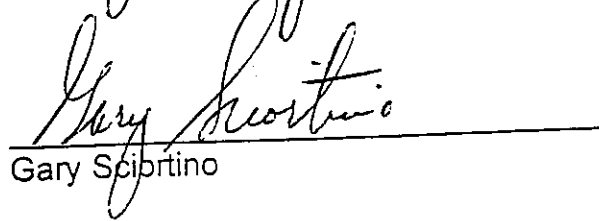
LABORERS' LOCAL 231



Steve Evans, Chairman



Randy G. Drury



Gary Scibrino

**SCHEDULE A  
WAGES, FRINGE BENEFITS AND DEDUCTIONS  
LABORERS INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL NO. 231**

This Schedule A is attached and a part of the Agreement by and between the **Associated General Contractors of Illinois and Laborers International Union of North America, Local No. 231** and the **North Central Illinois Laborers' District Council** covering Highway/Heavy and utility construction in the Illinois Counties of Adams, Hancock, and McDonough effective May 1, 2000 through April 30, 2005.

Effective May 1, 2001

**ADAMS COUNTY**

Wage Rate \$17.81

Contributions:

Health & Welfare	3.20
Pension	5.23
Annuity	1.00
Training	.30
LECET	.12

Total Package \$27.66

Private Commercial Work \$12.46

Private Residential Work \$ 8.90

**HANCOCK & MCDONOUGH COUNTIES**

Wage Rate \$18.34

Contributions:

Health & Welfare	3.20
Pension	5.23
Annuity	1.00
Training	.30
LECET	.10
Health & Safety	.03
Midwest Foundation for Fair Contracting	.05
IL Legislative Committee	.02

Deducts:

3 ½% Gross Wages Dues Check-off + \$.15 per hour

Deducts:

3 ½% Gross Wages Dues Check-off  
.15 Per Hour Real Estate Maintenance  
plus \$0.11 per hour

Total Package \$28.27

Private Commercial Work \$12.83

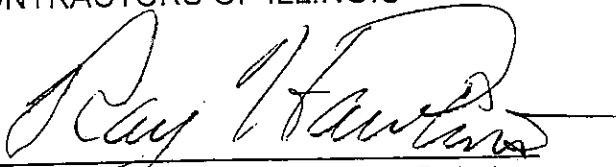
Private Residential Work \$ 9.17

Future Increases to be distributed:

5-1-02	5-1-03	5-1-04
\$1.15	\$1.15	\$1.15

Distribution. The Local Union may distribute any part of the above negotiated wage increases into the existing negotiated funds, provided, such increase is in a written notice and approval by the Association at least sixty (60) days prior to its effective date on each anniversary of this Agreement. Changes in contribution amounts to any of the Funds listed in this Schedule A shall only be made annually on the Agreement's anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. When the Union notifies AGC of Illinois of its request, whereupon an Addendum in writing describing such change(s) shall be incorporated in this Agreement.

FOR THE ASSOCIATED GENERAL  
CONTRACTORS OF ILLINOIS



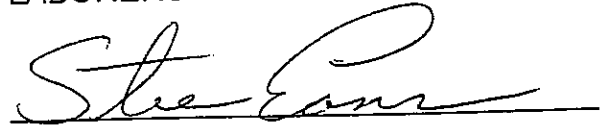
Ray Hawkins, Director of Labor Relations

FOR NORTH CENTRAL ILLINOIS  
LABORERS' DISTRICT COUNCIL



John F. Penn, Business Manager

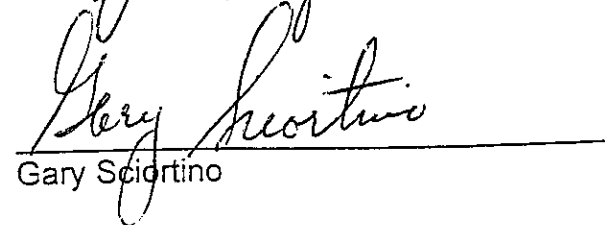
LABORERS' LOCAL 231



Steve Evans, Chairman



Randy G. Druy



Gary Sciortino

ADDENDUM TO TRI-COUNTY AGREEMENT  
BETWEEN  
THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS  
AND  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL #231  
AND  
THE NORTH CENTRAL ILLINOIS LABORERS DISTRICT COUNCIL

COVERING  
HIGHWAY, HEAVY AND UTILITY CONSTRUCTION  
IN THE ILLINOIS COUNTIES OF ADAMS, HANCOCK AND McDONOUGH

Effective: May 1, 2001

Expires: April 30, 2005

This Addendum is to be made a part of the above referenced Agreement and modifies language in ARTICLE 9, CONSTRUCTION CRAFT LABORER APPRENTICE.

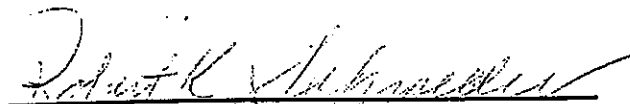
Effective July 6, 2004, Apprentice Ratios, is amended as follows:

- 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 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.

FOR THE UNION:

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, LOCAL #231



Robert K. Schroeder  
Business Manager

FOR THE ASSOCIATION:

ASSOCIATED GENERAL  
CONTRACTORS OF ILLINOIS



R. L. Hawkins  
Director of Labor Relations

GREAT PLAINS LABORERS' DISTRICT COUNCIL



John F. Penn  
Business Manager