

MEMORANDUM OF AGREEMENT

Between

**SOUTHERN ILLINOIS BUILDERS ASSOCIATION,
SOUTHERN ILLINOIS CONTRACTORS ASSOCIATION,
SIGNATORY EMPLOYERS,**

And

AFFILIATED LOCAL UNIONS

Of The

**TWELVE COUNTIES SOUTHWESTERN ILLINOIS
DISTRICT COUNCIL OF THE LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA**

Effective

AUGUST 1, 2003 thru JULY 31, 2006

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ARTICLE 1
Parties to Contract

This Memorandum of Agreement made and entered into by and between the Southern Illinois Builders Association, Southern Illinois Contractors Association, Signatory Employers, hereinafter referred to as Employer, and the Affiliated Local Unions of the Twelve Counties Southwestern Illinois District Council of the Laborers' International Union of North America, hereinafter known as the Union.

ARTICLE 2
Territory Covered

It is agreed that this Contract shall cover all of the following Locals located in Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, Randolph, St. Clair and Washington Counties:

Greenville No. 622, Pocahontas No. 677, Carlyle No. 581, Mt. Olive No. 950, Alton No. 218, Collinsville No. 44, Edwardsville No. 179, Glen Carbon No. 474, Highland No. 680, St. Jacob No. 674, Wood River No. 338, Columbia No. 196, Hillsboro No. 1084, Chester No. 925, Belleville No. 459, Belleville Hodcarriers' No. 197, East St. Louis Hodcarriers' No. 454

ARTICLE 3
Union Security - Hiring

The Employer recognizes the Union as the representative of all Laborers in its employ as the exclusive collective bargaining representative of Laborers for Building, Heavy and Highway Construction in its employ on all current projects and projects hereinafter undertaken within the territorial jurisdiction of these unions.

All present Employees of the Contractors who are members of the Union on the date of the execution of this Agreement shall remain members of the Union during the term of this Agreement as a condition of continued employment subject to the provisions contained in Section 8(a) (3) and Section 8(b) (2) of the National Labor Relations Act as amended (1947). All other present Employees shall, as a condition of employment, make application for and remain members of the Union within thirty days (30) following the effective date of this Agreement and

shall maintain such membership during the term of this Agreement, subject to the provisions contained in Section 8(a) (3) and Section 8(b) (2) of the NLRA as amended in (1947). All new Employees shall, as a condition of employment, apply for membership in the Union within thirty days (30) after hire or date of execution of this Agreement, whichever is later, and shall maintain membership in the Union thereafter subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the NLRA as amended (1947).

In order that the Employer shall have a competent working force and to promote efficiency and safety of operation, the Employer and the Union agree that:

- (a) The Union shall be the sole and exclusive source of referrals of applicants for employment.
- (b) The Local Union will maintain a referral list of registered applicants available for employment within the territorial jurisdiction of the Local Union.
- (c) Each applicant seeking referral shall fill out the Local Union's "Application for Referral" setting forth the applicant's work history, training, licenses, certifications, documentation, and other such information showing the applicant's qualifications and skills. This application must be signed and dated by the applicant. In addition to the above the applicant shall include name, telephone number, and social security number. The Union shall not assume any responsibility for the correctness of the information the applicant presents in seeking referral, but in the event the applicant misrepresents such information, the applicant may be disqualified for referral. Failure to provide this information and documentation in a timely manner may result in the applicant's disqualification as to the work classifications listed in the applicant's "Application for Referral".
- (d) The Union shall establish a time, day, and place to register for work in person, and this information shall be conspicuously posted in the Union office. An applicant's registration with the Union shall be in effect for one business week, and the applicant must re-register in person each week.
- (e) The Employer shall request the Union to refer applicants as required, shall not solicit applicants directly, and shall not in any manner circumvent the Union in the recruitment of applicants for employment.
- (f) Applicants already employed in the industry within the geographic area covered by this contract shall be eligible for referral to another job provided that they appear personally for referral as required by this Article. No

applicant shall be denied referral because they have been discharged or rejected by any other employer subject to this agreement.

- (g) The Employer, when requesting the referral of applicants, shall specify to the Union such information that is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.
- (h) The Union shall refer to the Employer such applicants as are fit and competent to fulfill the requirements of the position to be filled, and who have the requisite experience and skills for fulfilling such a position as specified by the Employer. Competency for a position shall be determined based on past experience in the work, required licenses, and other verified experience and skills germane to the position to be filled. These criteria shall be applied in an objective nondiscriminatory manner for all applicants.
- (i) Each working day, a daily referral list shall be prepared, showing the order in which applicants that day made personal application for referral.
- (j) Referrals shall be made from those duly registered applicants who are present at the Union hall at the time of referral.
- (k) In the event an applicant on the referral list refuses a referral for good cause, lacks required skills, or is otherwise not competent or fit to fulfill the position, the next available applicant on the referral list who is fit, competent and possesses the required skills shall be referred.
- (l) Apprentices shall be referred under a separate referral list, and shall be listed according to their apprenticeship year.
- (m) The provisions of this Article shall be posted by the Employer at its premises where notices to employees and applicants are customarily posted and shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.
- (n) The registration of and selection of applicants for referral shall not be based on or in any way affected by Union membership, by Union By-Laws, rules and regulations, constitutional provisions or any other aspect or obligation of Union membership; nor shall any supervisor in the employ of any Employer who holds Union membership be bound or in any way affected in the performance of his duty for the Employer by any obligation of Union membership, By-Laws, rules and regulations, or constitution of the Union.

- (o) On any project where there is a question of the transfer of Laborers, that question will be resolved by a job conference prior to commencement of the project. Notwithstanding any other Article or provision of this Agreement, it shall be permissible for the Employer and the Local Union to agree to movement of individual laborers from project to project within the jurisdiction of the Local Union. Provisions of this section shall be applied in a good faith manner by parties to this Agreement.
- (p) No Employer shall be permitted to transfer Key Employees from one Local Union's geographical jurisdiction to another Local's jurisdiction unless the Business Managers of the Local Unions involved agree to such transfers at the pre-job conference. This Key Laborer must acquire an ability to perform a task for the Employer, which the Local Union may not be able to furnish. He must have been in continuous good standing within the Twelve Counties Southwestern Illinois District Council for not less than one (1) year. The Employer shall not recruit or hire applicants directly.
- (q) The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any person furnished by the Union, or to discharge, for just cause any Employee who has been accepted but who subsequently proves unsatisfactory to the Employer.
- (r) The Union shall maintain records of all job referrals, which shall be available to applicants for review, upon reasonable request. However, the required application form filed by individual applicants shall be confidential. Such individual application forms shall be subject to review by an applicant for relevant information only if that applicant alleges that another applicant was improperly referred to a job vacancy based on alleged qualifications in preference to the applicant requesting the information.
- (s) There shall be no discrimination against any Employee or applicant for reasons of age, race, sex, religion, national origin, color or status as a Vietnam-Era veteran.

ARBITRATION: An applicant for Employment who is aggrieved by an action of the Union with respect to registration or referral under this provision or who is aggrieved by action of the Employer in connection with hire hereunder, may, within ten days (10) of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten days (10) by a board consisting of a representative of the Union, a representative of the Employer, and an impartial chairman

appointed jointly by the Employer and the Union. Such board shall consider the grievance and render a decision, which shall be final and binding. The board is authorized to issue procedure rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangement. The cost of the third party shall be borne equally by all parties involved.

This Article contains the entire understanding and agreement of the parties with respect to the referral of applicants, and any changes in this article by addition, deletion, amendment or modification must be reduced to writing and executed by both the Employer and the Union.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Union's application of this section.

ARTICLE 4

Savings Clause

Nothing in this Agreement shall be construed or is it intended to be contrary to any local, state or federal law. In the event that any provisions of this Agreement shall become legally invalid or unenforceable due to change of local, state or federal law, such invalidity and unenforceability shall not affect the remainder of provisions of this Agreement.

ARTICLE 5

Management Rights

The Employer shall be the sole judge of, and shall have the right to determine the number of Employees required on any job, or on any portion of the work being done by the Employer subject to the terms of this Agreement. There shall be no restriction as to the use of machinery, tools, or appliances subject to the terms of this Agreement.

ARTICLE 6

Classes of Work

The Union and the Employer agree that:

- (a) This contract shall apply to all Laborers work pertaining to the construction of public roads, sewers, streets, bridges, oil and gas transportation lines, and all connections and appurtenances thereto, on right-of-way and

easement thereto, (except on sewer and pipe line work where an already approved contract now exists, which provides for a higher wage rate).

- (b) Streets, parking lots, curbs and gutters constructed in connection with, prior or subsequent to, building construction projects only, shall be done under the terms and conditions of this Agreement.
- (c) The Union shall control all Laborers' work that comes within its jurisdiction.
- (d) The Contractors signatory to this Agreement, or their supervision, shall not give or assign any portion of the work covered by the jurisdiction of the Twelve Counties Southwestern Illinois District Council of the Laborers' International Union of North America to any other craft or organization.
- (e) The Employer shall assign the work to be performed in a manner that is not contrary to decisions or agreements of record in accordance with established practices of the majority of the Employers in the local area where the work is to be performed.

The Union and the Employer further agree that the craft jurisdiction for all work covered by this Agreement shall be all Laborers' work in connection with the following classes of work:

ASPHALT

(a) All Laborers' work pertaining to asphalt shall come under the jurisdiction of the Laborers; All mixers, mixing plants, mixing mastic materials of any kind or description, all rakers, (lute men) and mixers of mastic materials, tar, asphalt, etc.

(b) Laborers shall perform the following work, but not limited to, laying, raking or luting, cutting, tamping, patching, priming, cleaning, crack filling, placing of parking blocks, painting, stripping, and sealing of asphalt, setting asphalt curbs, parking and spacer curbs.

(c) Laborers shall install and remove all temporary tape or paint by any method. The installation of embedded reflectors and traffic protection for all phases shall be the jurisdiction of the Laborers.

(d) Laborers' shall perform all maintenance of asphalt plants.

(e) All membranes, sealers, colorings, or coatings applied to

all tennis courts, running tracks, etc., including any preparation needed prior to the application of material, shall be performed by the Laborers.

(f) Laborers shall perform the watering and fueling of all equipment.

BATCH PLANTS

(a) Laborers shall do the loading of trucks; The handling and erection, dismantling of all cement, rock, gravel, sand, asphalt and other building material bins, portable batch hoppers, weigh men, dumpers, lever men, hooking and unhooking, flagging and signaling on all machinery and other equipment. All work covered under the Jurisdiction of this Agreement shall be performed by Laborers.

(b) Covering of all tanks, all structures, complete or incomplete, permanent or temporary, and material piles with tarpaulins shall be the work of the Laborer.

BUILDING WORK

(a) All clearing, all site preparation, the fueling and cleaning of all equipment when required, the checking of all grades, the spotting, signaling and dumping of all loads, the counting of loads whenever required and taking of all tickets shall be performed by the Laborers. It is the Laborers work to drive all stakes, all erosion control, and fencing and guardrail work of any type.

(b) All Laborers' work in, around and adjacent to buildings; the erection of all wooden bridges, concrete towers, rubbish chutes, and chute lines. The cleaning and hoisting of lumber, and the unloading and distributing of all materials shall be the Laborers work.

(c) Tenders to carpenters; The loading, unloading, erection & dismantling of scaffolds, cleaning of debris, etc. The loading and unloading, handling and installation of all insulation materials such as rock wool, glass wool, silica gel, etc., where artisan tools are not required, shall be performed by the Laborers.

(d) The Laborers shall do the cleaning of all buildings and washing of windows on new construction.

(e) Attending of all tool rooms, storerooms, and warehouses, when required, shall be done by Laborers.

(f) Laborers shall be the tenders or helpers to all mechanics

performing or laying composition flooring or terrazzo work.

(g) The handling of material such as Acoustical tile, resilient floor tile, carpeting, or any other similar material for floors or ceilings shall be unloaded and distributed to the approximate point of installation by Laborers.

(h) If materials are stored or stockpiled in a central location, Laborers shall do the distribution to each room.

(i) In case of average size rooms, adhesive and tile shall be placed just outside the door. Should tile be brought on a dolly to a large stockpile, then the handling of the dolly shall be the work of the Laborer. In larger rooms, tile and adhesive shall be distributed in stockpiles not to exceed (30) feet apart.

(j) The Laborer shall do the cleaning of the floors. The boxes, cartons and so forth are to be removed by the Laborers.

(k) In the handling of material, such as lumber, the Laborers shall have jurisdiction over the unloading and stockpiling in the immediate vicinity of where the material is to be used.

(l) The moving from one stockpile to another stockpile for convenience sake or near the point of installation shall be the work of the Laborers. The location of stockpiles shall not exceed thirty (30) feet apart.

(m) In the cutting of rafters, studs, etc., they shall be unloaded and stockpiled at the saw by Laborers. After they have been cut or framed, they shall be placed in a stockpile at the saw by the Carpenters and taken from that point by the Laborers, at the direction of the Foreman, to the point of installation and piled near the building foundation or on the floor.

(n) The carrying or moving of material from floor to floor, inside or outside of the building, by any mode or method to the stockpile, shall be the work of the Laborers.

(o) If trusses are unloaded and stockpiled, it shall be the work of the Laborers. The tailing or guiding into position with taglines shall be the work of the Laborers.

(p) In the case of rafters, they shall be handed to the Carpenter or leaned against the wall and pulled up by the Carpenter unless they are stockpiled on the ceiling joists. If they are stockpiled, the stockpiling shall be the work of the Laborers.

(q) In the case of roof sheeting and shingles, it shall be handled as any other material, or as agreed to on the handling of

roofs and decking, and placed in stockpiles not over thirty (30) feet apart. Should they be hoisted by power equipment, the receiving of the material on the roof shall be by the Laborers.

(r) In the handling of fixtures and/or finished materials, where it is knocked down or in bundles, crated or uncrated, this material shall be unloaded from the truck into the building or on the jobsite and taken to the approximate point of installation by Laborers. On freestanding furniture the unloading, handling, and placing is the work of the Laborers. Furniture that is knocked down and to be assembled shall be unloaded and handled to the point of installation by Laborers. In those cases of furniture bolted or screwed to the wall, the unloading and handling to the point of installation is the work of the Laborers.

(s) The cleaning up and removing of the crating material and the cleaning of debris shall be the work of the Laborers.

(t) The loading, unloading, erection and dismantling of scaffolding such as horses, trusses and tubular scaffolding, including the erection of runways, where concrete is to be wheeled over, or used exclusively by Laborers, is the work of the Laborers.

(u) It is understood that all planking on scaffolding or runways is to be set by the Laborers.

(v) In regards to windows, doors, doorframes and trim, whether wood or metal, finished or unfinished, the Laborers will stockpile on each floor the given amount of windows, doors, doorframes and trim to be used for each section of the building or corridor. Several are to be placed in the stockpile, for their own protection, to keep them from being walked over or kicked around.

(w) The Laborers shall handle the protective canvas.

(x) In the handling of seating, such as that to be used in auditoriums, gyms, etc., the unloading and distribution of seating units adjacent to the tiers or rows of seats will be the work of the Laborers.

(y) Each craft shall be responsible for the carrying of their own power tools to the location of where they are going to be used.

(z) On the unloading, and handling of prefabricated houses and buildings, it shall be done by a composite crew of Carpenters and Laborers of a ratio of 4 to 2 on the unloading and setting up of the house.

(aa) On the handling of sections of wall panels, the unloading and handling to a point adjacent to installation shall be the work

of the Laborers. If loaded on dollies, the Laborers shall take the dollies.

CONCRETE

Laborers shall perform all work coming under the jurisdiction of this agreement:

(a) Wrecking, stripping, dismantling, cleaning, moving, and oiling of all concrete forms shall be performed by the Laborers.

(b) The use of a Concrete Specialist.

(c) Leveling, tamping, and spreading of concrete for foundations, walls, reinforced floors, sleeper fill, or sidewalks, and all handling of cement guns.

(d) The removal of all false work.

(e) Setting, lining, and leveling of all slab road forms.

(f) All work necessary to properly service the Cement Finisher, the driving of all stakes, the placing of all forms or screeds, including steel curb and gutter screeds, to the point of installation.

(g) Blocking and striking off of concrete and the handling of the bull float where a bull float is to be used for striking off.

(h) The placing and leveling of concrete to grade, by any mode or method.

(i) Grading all concrete floors, footings, sidewalks, and yards, the handling of any and all runways and scaffolds for concrete. Any grades to be established during the operation of pouring the floor will be done in its entirety by Laborers.

(j) The handling of concrete chutes, chute lines, the hanging of metal chutes, the cleaning of all concrete chutes whether metal or wood.

(k) The signaling and handling of all concrete buckets shall be performed exclusively by Laborers covered by this Agreement and such work shall be under the sole jurisdiction of the Union party hereto.

(l) The handling, pouring, strike off and vibrating of all concrete while concrete is being poured. The "Bushing" of all concrete.

(m) The operation and maintenance of all concrete pumps.

(n) The manning of mechanical concrete buggies.

(o) Operating and servicing of all concrete vibrators, handling and unloading all concrete materials and the aggregates of same, etc. On large concrete pours, two (2) men will be utilized on each vibrator and they shall interchange positions during the day.

(p) The operation of the concrete saw, concrete pumps, grout pumps, laser screeds, vibrating screeds, viber-strikes, bead blasters, and concrete curbing and gutter machines shall be performed exclusively by Laborers covered by this Agreement.

The manning of all equipment used in injecting a grout slurry mix or any similar material used to correct defects in concrete or to stabilize slabs, structures or underground voids.

(q) Operation of all concrete mixers up to and including two (2) bag capacity, without mechanical side loaders or skips.

Performance of all work necessary in remedying defects in concrete caused by leakage, bulging, sagging or through difficulties of shifting forms. Concrete work, excavating, hoisting of rubble, debris, lumber and materials. Mixing of all materials for concrete finish and tending to cement finishers in the construction of building, walls, bridges, curbs, fences, machinery, foundations, footings, fire-proofing, butters, sidewalks, steps, coping and concreting around illuminating tile. All grouting and dry packing.

(r) Laborers shall perform all work with curb and gutter machines.

(s) All concrete forms regardless of type or whether they are to be used again shall be stripped or wrecked by Laborers. This shall include the removal of braces, shoring, wall ties, snap ties, cones, rods, column clamps and any and all phases of the work of stripping or wrecking of forms. After the forms have been removed from the concrete, let down to the floor or moved back from the wall, the cleaning, wrecking or dismantling, oiling and moving to the next point of erection or to the stock yard or scrap pile shall be done by the Laborers. Rods, ties, cones, wire, etc. shall be removed as the stripping proceeds. The setting of all steel paving forms shall be performed by Laborers.

(t) Laborers shall dig, install, plumb, pour, and finish all pipe balusters.

(u) Laborers shall perform all cutting of concrete whether inside or outside, with any type of saw, including any self-propelled saw needed to perform this work.

(v) Laborers shall perform all acid-etching, cleaning by any method, sealing, and chalking of concrete sidewalks, parking lots, and streets.

(w) Laborers shall apply all curing, sealers, hardeners, coloring, waterproofing, or any combination of the aforementioned materials to all concrete.

(x) The installation and restoration of brick streets and sidewalks shall be the work of the Laborers.

(y) All work in connection with the use of landscape blocks of any size, which include but not limited to, the unloading, handling, and installing of blocks used for borders, planters, retaining walls, etc. shall be performed by Laborers.

(z) The unloading, handling, and erecting of all precast retaining wall panels.

(aa) The testing of all concrete, slump tests, test cylinders, test beams, etc.

(bb) The making of all concrete pile and fence posts, handling of all materials to and from mixers; The Laborers shall operated any and all devices used to convey material to and from mixers.

(cc) The cleaning of concrete mixers, skips, hoppers, and towers. The digging, unloading, loading and handling of lime and fire clay. The roughing of all concrete where spills are set and chipping tools are required in cleaning, whether mechanical or hand tools are used.

(dd) All gunite work when the work to be performed is to be of a thickness of one and one-half (1 1/2) inches or greater. The handling and operation of cement guns, the nozzle man and machine operator; the use of any vehicle, device, or mechanism which has been or will be invented or devised by any name, which performs work or functions which have been historically performed by Laborers shall be within the Laborers jurisdiction.

DECK HANDS

(a) All revetment and river work, mattress head cable men, linemen, derrick boat, mattress barge, deck hands, weavers, cable

lacers, grade men and riprappers, tenders and helpers for divers, and divers doing work under the jurisdiction of this Agreement. There shall be deckhands on all floating rigs, work barges, work boats, safety boats, and dredges. The handling, placing, anchoring, tying of barges and other marine equipment on any work coming under the jurisdiction of this Agreement shall be the work of the Laborers. The handling of fuel to all of the aforementioned machinery, regardless of type of fuel, shall be by the deckhand. The aforementioned work shall be performed exclusively by Laborers.

DEMOLITION

(a) Demolition and dismantling of all buildings and structures whether temporary or permanent. The wrecking and removal of all windows, doors, walls, ceilings, floor coverings and partitions for alterations work. The removal of shelves, fences and plow holders, the scrapping of steel tanks and steel structures of all kinds where the material contained therein is not to be used again or is salvaged.

(b) Tank and vessel cleaning, fire watch for burning and welding when needed is to be done by Laborers.

DEWATERING

(a) Laborers shall install and maintain all dewatering equipment (whether gas or electric powered), men on foot valves, on pumps, and other power driven machinery in the operation of such equipment. There will be a minimum of one (1) Laborer present whenever dewatering systems of any type is being operated. Laborers employed on the second and third shift will be paid at the watchman's rate unless required to work then he shall be paid at the basic wage scale.

(b) Laborers shall do the installation, fabrication, welding, fusing, maintenance, and manning of all dewatering equipment, including pumps and well point systems (whether gas, diesel, electric, or air powered), men on foot valves and other power driven equipment in the operation of such machinery. There shall be a minimum of one (1) Laborer present whenever a dewatering system of any type is being operated.

(c) The handling, placing, and fabrication, including the welding or fusing of, or any other means of joining pipe for discharging systems that pertain to dewatering or dredging operations including marine and other river equipment, shall come under the jurisdiction of the Laborer.

DRILLING

(a) Star drilling when done by hand or with a mechanical, compressed air mechanism, or any other device shall be performed by Laborers.

(b) Laborers shall perform the operation of diamond point drills whether run by gas, air, or electricity.

(c) Laborers shall do the drilling of all holes in footings, floors, foundations, etc. that are to receive reinforcing rods.

EQUIPMENT & TOOLS

(a) All clearing, stripping, grading, staking or any other work in connection with the preliminary work of the construction site. All site preparation; the fueling and cleaning of all equipment, the checking of all grades, the spotting, signaling and dumping of all loads, the counting of loads whenever required, and taking of all tickets shall be the work of the Laborer.

(b) There shall be a Laborer as a ground man on all cranes or other heavy equipment when clearing or when site preparation work is involved.

(c) Laborers will do all Laborers' work exclusively in connection with all drilling rigs, including pier foundations, core drilling, and soil testing and well drilling.

(d) Laborers shall operate all vibrators, power tampers (vibrating or walk behind or remote controlled roller types), walk behind trenchers, concrete saws (including self-propelled walk behind), water pumps, generators, buggies and other equipment used to perform our jurisdiction of work.

(e) The operation and control of water blasters shall be the work of the Laborers. There shall be a minimum of two (2) men in the operation; one (1) man stationed at the control valve during the blasting operation for safety, and the other doing the water blasting, and they shall interchange positions during the day.

(f) The operation of motor buggies and conveyers shall be performed exclusively by Laborers covered by this Agreement and such work shall be under the sole jurisdiction of the Union party hereto. The operation of bobcats and forklifts used to move or stock any material on the job site shall be performed by Laborers covered by this Agreement and such work shall be under the Union

party hereto.

(g) The handling of all tools, working machinery and appliances for any and all work covered by this Agreement, however, nothing in this Agreement shall prohibit a member of any other trade from using his work tools, machinery or appliances similar to or the same as those customarily used in this trade.

(h) The digging, dredging and drilling of all wells shall be the work of the Laborers.

(i) The use of building level, transit, laser beam, Global Positioning System, or any other device when used to establish a line or grade for all work coming under the jurisdiction of the Laborers.

(j) The cutting and burning of all scrap and the use of all concrete cutting torches, acetylene torches, and other welding equipment used to perform the work covered under the jurisdiction of this Agreement shall be the work of the Laborers.

(k) The building and grading of all fire walls, the use of any jack hammer or paving breakers, all concrete removal, and any and all work where a jack hammer is used shall be performed exclusively by the Laborers, with two (2) men so engaged and these two 2) men shall interchange and perform the cleanup work in connection with work of this kind. The Laborers shall perform the operation of the Brokk 250, any remote controlled breaker, or any other breaker that replaces traditional pavement breakers.

(l) The use of any vehicle, device, or mechanism which has been or will be invented or devised by any name, which performs work or functions, which have been historically performed by Laborers, shall be within the Laborers jurisdiction.

EXCAVATION & SEWER ETC.

(a) The digging and laying of conduit, fiber-optic, telephone, water, and sewer lines.

(b) Televising of sewers and all Laborers work on plastic liners for sewers.

(c) The laying of telephone conduit; whether concrete, multiple duct or plastic, the operation of equipment used to grade and line sewer pipe, such as laser beams, the operation of telescopes and other equipment used to find breaks or clogs in sewer pipe.

(d) The laying and assembling of temporary water lines and dismantling of same, and all connections.

(e) Laying, setting, jointing, and pointing of all sewer tiles, downspout drains, septic systems, aeration systems, sanitary and storm sewer construction, shall be done under the terms and conditions of this Agreement.

(f) Laborers shall do the laying of all temporary gas, oil, air, water, and other pipe lines on all work covered by this Agreement.

(g) The unloading, handling, distribution, assembly and installing of all multi-plate culverts, plastic and metal sewer pipe, shall be the work of the Laborers.

(h) Charging of all filters, tanks, boilers, drums, etc., with catalyst, the unloading, handling, and hoisting of filter rings; also the charging of all filter tanks or any other forms of filter shall be the work of the Laborers.

(i) Laborers shall lay, place and install, all steel casing, corrugated casing, multi-plate and precast concrete, plastic and metal sewer pipe material used for casing, tunnels, tunnel linings and sewers.

(j) Laborers shall set or lay all concrete or precast pipe, manhole junction boxes, culverts or drainage boxes.

(k) All digging, dredging, drainage, sewage and pipeline work shall be the work of the Laborers.

(l) Laborers shall perform all work in connection with the testing, whether with air or water, on sewer lines.

(m) The shoring, bracing, cribbing, and sheeting of all sewer ditches, jacking pits, boring pits and manholes shall be installed by any means in it's entirety by Laborers.

(n) Cribbing shall be done by the Laborers working under the jurisdiction of this Agreement. Under-pinning, shoring, blocking, raising, moving, and jacking of all slip forms, buildings, bridges, tanks, vessels, and other structures shall be the work of the Laborers.

EXPLOSIVES

(a) Tower men, powder men, blasting and the use of all

explosives is the work of the Laborers.

(b) All work on drilling, including wagon drills, dynamiting and blasting of any method is the work of the Laborers.

HAZARDOUS WASTE

(a) The handling and disposal of all hazardous and toxic materials shall be performed exclusively by qualified licensed Laborers covered by this Agreement and such work shall be under the sole jurisdiction of the Union party hereto.

This work shall include, but is not limited to; hazardous or toxic materials, asbestos abatement, lead abatement, and mold and mildew remediation.

Licensed Laborers working in the aforementioned classifications of work shall be paid at the rates defined in Article 8 (Wages) of this Agreement.

Employees requiring a physical examination to perform this work shall be at the expense of the Employer with no loss of pay to the Employee.

(b) Laborers shall perform all work in connection with mine and landfill reclamation. Construction of all new landfill development or expansion of an existing landfill shall come under the jurisdiction of the Laborers.

HODCARRIERS

(a) Tending all brick masons and plasterers coming under the jurisdiction of this Agreement. (Rate as covered in Article 8-Wages).

(b) The cleaning of brick walls and the cleaning of bricks; the unloading of all bricks and mastic materials or cement compounds used in brick and mason work, whether from railroad cars, truck or wagon.

(c) Laborers shall perform the erection and removal of all scaffolds, trestles, and horses used by brick layers, masons and plasterers.

HOUSE MOVING

(a) The raising, moving, dismantling and jacking of all houses and all buildings; the handling of jacks in such work shall be performed by Laborers.

LANDSCAPING

(a) All work connected to, but not limited, to all phases of grading, seeding, sodding, irrigation systems, strawing, rolling, watering, cutting, planting, leveling, nursery work, yard work, golf courses, tree trimming, and maintenance of, ect. shall be performed by the Laborers.

(b) All work on retaining walls of any type, the construction of all flowerbeds made of, but not limited to, landscape timbers, railroad ties, brick, blocks, etc. shall be the work of the Laborer.

(c) The work on all irrigation systems, lighting systems, and fencing of athletic fields and running tracks shall be the work of the Laborers.

LEVEES

(a) The raising of all levees, riprapping, in connection with the construction of all levees, dams, dikes, flood control projects, etc., and the laying, cementing and joining of all pipe and discharge or suction lines of any kind.

(b) All spotters on levees, dams, dikes, fire walls and flood control projects shall be under the jurisdiction of the Laborers.

MASTICS

(a) Tile chipping and cutting off of concrete piling and piers, all monumental work, concrete floors, mastic floors, concreting under asphalt or wooden blocks, or otherwise paving in and out of buildings, mixing of all cement compounds used for such purposes, including the cooking, handling and preparation of asphalt, tar or other mastics on wooden blocks or otherwise.

(b) The applying of all mastic to bridges, culverts and head walls; the cooking and heating of all mastic used, covered by this Agreement. (Rate as covered in Article 8-Wages).

(c) The hoisting and cooking of mastic materials and the preparation in their entirety for use on the job and installations

of asphalt, tar, sulphurseal, etc.

(d) All work in connection with the cleaning, sealing, applying membrane, etc. of bridge decks. Including but not limited to the installation of all expansion joints by any method.

MESH & REINFORCING

(a) Laying of steel mesh and continuous reinforcing rods, cutting of center steel and expansion joints and center strips on all highways, streets, and roads.

(b) The unloading, cutting, handling, laying and pulling of all mesh will be by the Laborers.

(c) The unloading, loading, handling and carrying to the place of installation of all rods and materials for use in reinforced concrete construction, and the hoisting of the same.

(d) The hoisting of rods, except where a derrick, crane or an outrigger is used.

(e) Laborers shall dig, install, plumb, pour, and finish all pipe balusters.

(f) The drilling of all holes on footings, floors, and foundations shall be the work of the Laborers.

(g) Demolition of all guardrails not to be reinstalled on that project. All Laborers work in connection with the installation of guardrail, including but not limited to traffic protection.

(h) All digging, setting, pouring, backfilling, etc. in connection with all types of fencing.

PILING

(a) The Laborers jurisdiction of work in connection with pile driving work shall consist of the digging of starter holes, where necessary, cleaning up of debris and cutoffs (including salvageable piling), dragging and snaking of all piling to a point where it may be reached with the pile driving rig, carrying of water, fuel, and the cutting off of concrete piling and piers with jackhammers, paving-breaker, or any other method. The cutting to final grade and burning off of rods and/or shells.

(b) It shall be the work of the Laborers to unload and separate any Raymond concrete piling shells and transport them to

the point of assembly.

PRECAST CONCRETE

(a) The unloading or handling of Precast or Prestressed concrete to a stockpile will be the work of the Laborer. Where power is used, the tying on of Precast or Prestressed concrete preparatory to final installation will be the work of the Laborer.

(b) The Laborers shall perform the fitting, setting, aligning, plumbing and staying into position of precast or prestress concrete.

(c) When power is used, the tying on of the precast or prestress concrete preparatory to the final installation will be the work of the Laborers. All grouting shall be assigned to the Laborers.

(d) The erection of all precast or block retaining walls shall be the work of the Laborers in its entirety.

(e) Laborers shall set or lay all concrete or precast pipe, manholes, junction boxes, culverts or drainage boxes.

RAILROAD

(a) All work in connection with the installation of railroad switches and tracks, shall include, but not limited to, the grading, unloading, stockpiling on or off the job site, laying of ties and rail, jacking, tamping, installing clips and ballast, welding etc.

SMOKE STACKS

(a) All Laborers work in connection with the construction of smoke stacks.

TEMPORARY HEAT / SHELTER / CURING

(a) The curing of all material, structures and buildings by artificial heat; and the manning and serving of all equipment to perform this classification of work.

(b) The drying of concrete by salamander or other artificial heat of any kind; the curing of concrete, covering with burlap, plastic, and the servicing of all hoses and water trucks.

(c) The covering for weather protection of all tanks, buildings, furniture, fixtures, structures, accessories, vessels, machinery, equipment, material piles, etc., or similar items shall be the work of the Laborer. This includes complete or incomplete, permanent or temporary whether with tarpaulins, insulated batting, burlap, plastic, or similar materials, is to include the installation, hanging, draping, placing, and securing of the same by any means such as tying, weighing, nailing, or wiring, and the dismantling, moving, or storage of such covering or insulating material will be performed by the Laborers.

TERMITES

(a) Applying and mixing insecticides for termite control.

TRAFFIC PROTECTION

(a) Flagging and signaling on all machinery and other equipment on all work covered under the jurisdiction of this Agreement.

(b) Placing, removing, servicing, fueling, maintenance, and tending of barricades, signs, flares, arrow boards and signal lights; All emergency maintenance of traffic protection due to traffic, weather, etc. shall be performed by Laborers.

TUNNELS

(a) All laborer work in connection with the construction of tunnels.

SECURITY / WATCHMEN

(a) Working security and watchmen, when employed, shall be determined by the Employer. This classification rate of pay is reflected in Article 8 (Wages), of this Agreement.

WATERPROOFING

(a) Laborers shall apply all waterproofing material by any method, but not limited to, foundations, bridge decks, etc.

ARTICLE 7

Hodcarriers to Brick Masons and Plasterer Tenders

Jurisdiction of the hod carriers and tenders shall be as follows; All hod carriers and tenders work in connection with the following:

- (a) Tending to masons and plasterers, the unloading and loading of all materials, the mixing of all materials used by the masons and plasterers, regardless of the method used, the loading and unloading, transporting, conveying of bricks, tile, dimension stone, concrete blocks, or any kind of building block, sand, cement, lime, all equipment including scaffold boards and jacks, masonry saws and equipment used by masons and plasterers. The unloading, mixing, handling and pouring of all baffle material, and haydite, including materials on furnaces, heaters, towers, buildings and boilers or other similar devices. The loading and unloading of lime and fire clay, handling of salamanders or artificial heating devices for the same. Removal of all refractory material. The wrecking of brick walls and the cleaning of brick, the loading and unloading of brick to be used again. All tools shall be furnished by the Contractor except brick holds. All ladders used by hod carriers shall be made to conform to the following dimensions: The ladder rungs shall have nine inch centers, and the runners shall be twenty-eight inches apart. The hod carriers shall, if any conveyor is used to hoist brick or materials to the masons, man all such equipment and operate such equipment.
- (b) The first hod carrier on the job shall act as hod carrier foreman, unless another Employee is appointed foreman by the Contractor, with the approval of the Business Manager. When three (3) hodcarriers are employed, the working foreman shall receive fifty cents (\$.50) above the hod carriers' scale. When this gang reaches eight (8) hod carriers, he shall become a non-working foreman. The non-working foreman shall be paid the rate of one dollar (\$1.00) above the regular hod carriers' scale. No hod carrier foreman shall supervise more than ten (10) hod carriers. When two (2) or more hod carrier gangs are employed, there shall be a Hod Carrier General Foreman. The General Foreman shall be paid the rate of one dollar and fifty cents (\$1.50) above the regular hod carrier's scale. The Foremen shall have the right to handle and place all men under him. The Hod Carrier General Foreman shall be appointed by the Contractor with approval of the Business Manager. There shall be a Hod Carrier Steward appointed by the Business Manager and his duties shall be the same as a Laborer Steward.
- (c) All Tenders to Brick and Plaster Masons shall receive one-half (1/2) hour starting time at the applicable overtime rate of pay.

ARTICLE 8
Wages

(a) The rates below, excluding Security and Watchmen's classification, are inclusive of all Welfare, Pension, Annuity, Training, LECET, and SICAP Funds, where applicable. Payments to such funds shall reduce the hourly rates accordingly. The Employer agrees to make such hourly contributions to properly trusted Welfare, Pension, and Annuity Funds as shown on Schedules A, B and C:

	<u>8-1-03</u>	<u>8-1-04</u>	<u>8-1-05</u>
Laborers:	\$32.35	\$33.65	\$34.95
Hazardous Materials, Lead Abatement, Asbestos Abatement, Mold & Mildew Remediation Licenses:	\$32.85	\$34.15	\$35.45
Dynamite Men and Powder Men:	\$33.875	\$35.175	\$36.475
Mason and Plasterer Tenders:	\$32.85	\$34.15	\$35.45
Men working in septic tanks, cess pools, & dry wells (old and new):	\$32.60	\$33.90	\$35.20
All feeders, mixers and nozzle men on gunite or sand blasting work:	\$32.60	\$33.90	\$35.20
Workmen when handling creosoted material:	\$32.60	\$33.90	\$35.20
Workmen when raking or looting asphalt:	\$32.60	\$33.90	\$35.20
Workmen when welding, burning, or cutting with a torch:	\$32.60	\$33.90	\$35.20
Men working on the bottom of sewer trenches on the final grading, laying or caulking of preformed sectional sewer pipe (The number of men required shall be determined by the contractor):	\$32.60	\$33.90	\$35.20

High time 20 feet or over where Laborers are exposed to an open fall (If adequate guardrails or other safety measures are provided, this shall not apply. This shall also not apply to excavations):

\$32.60 \$33.90 \$35.20

The operator of motor buggies provided he is guaranteed by the Local Union to be experienced. (This rate shall apply only to time the Employee is actually engaged in the operation of said motor buggy):

\$32.60 \$33.90 \$35.20

Any work performed in or on all types of cased wells. The cooking, mixing and applying of mastic such as Sulfa-Seal and/or other coal derivatives:

\$32.60 \$33.90 \$35.20

Security, and Watchmen, non-working, on a seven (7) day per week basis, with time and one-half (1 1/2) for over eight (8) hours per day, Saturdays, Sundays, and Holidays. (Where Security and Watchmen are required, they shall be members of the Laborers' Organization. If Security and Watchmen are required to work, they shall be paid the basic scale of wages. Security and Watchmen may, however, perform emergency work beyond the control of the Employer, at the following rate of pay):

\$15.00 \$15.00 \$15.00

Where the owner requires work to start outside of the normal work hours because of contractual requirement or business necessities, Employees, who have not worked that day, shall receive premium pay of two dollars (\$2.00) per hour over and above the regular rate of pay in lieu of the overtime rate. This provision for two dollar (\$2.00) premium pay in lieu of the overtime rate shall only be applicable when it has been agreed upon by both parties to this agreement at a pre-bid or pre-job conference. After eight (8) hours work at the premium rate these premiums shall be added to the regular rate to compute overtime pay.

(b) The Apprentice rates are as follows:

1 st year,	75% - full benefits
2 nd year	85% - full benefits
3 rd year	95% - full benefits
4 th year	100% - full benefits

(c) It is agreed that in case any compressed air or tunnel work comes into the Twelve Counties Southwestern Illinois District Council, the Employer agrees to negotiate wage scale and conditions in accordance with the existing New York Agreement covering such work.

(d) Dynamite men shall receive a minimum guarantee of four (4)

hours at the specified rate. If there is other labor work on the site, the dynamite man shall be employed for the balance of the day at the regular rate of Laborers' pay, weather conditions permitting. If the dynamite man works more than four (4) hours but less than eight (8) hours at dynamiting, he shall be paid for eight (8) hours at the specified rate.

(e) When conditions require, the Employer and the Union may revise this article to meet the requirements of a particular project.

ARTICLE 9

Fringe Benefits

(a) Each Employer shall remit fringe benefit contributions to the fund depository on or before the 15th day of each month for all contributions attributable to the prior calendar month. Failure to remit such contributions on a timely basis may allow the Union, at its option, the right to resort to economic recourse, including the right to refuse Employees or withdraw Employees from the delinquent Employer, provided the Union has given the Employer a notice in writing five (5) days in advance of taking such action. In the event the delinquent Employer is a subcontractor, such notice shall be served jointly on the general contractor and the subcontractor. The Employer shall be liable for any costs incurred in connection with the collection of delinquent fringe benefits.

(b) Any part of the negotiated wage increases may be taken in fringe benefits (Welfare, Pension, and/or Annuity) provided the Local Union gives written notice to the Employer and the District Council ninety (90) days in advance of such increase becoming due and payable.

(c) Commencing August 1, 2003, the Employer agrees to make payments to the Central Laborers' Pension Fund and be bound by the Central Laborers' Pension Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Pension Fund the amount listed in Addendums A, B, and C for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(d) Commencing August 1, 2003, the Employer agrees to make payments to the Central Laborers' Welfare Fund and be bound by the Central Laborers' Welfare Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust

Agreement. The Employer shall pay to the Central Laborers' Welfare Fund the amount listed in Addendums A, B, and C for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(e) Commencing August 1, 2003, the Employer agrees to make payments to the Central Laborers' Annuity Fund and be bound by the Central Laborers' Annuity Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Annuity Fund the amount listed in Addendums A, B, and C for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(f) Commencing August 1, 2003, the Employer agrees to make payments to the Southern Illinois Laborers' & Employers' Welfare Fund and be bound by the Southern Illinois Laborers' & Employers' Welfare Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southern Illinois Laborers' & Employers' Welfare Fund the amount listed in Addendums A, B, and C for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(g) Commencing August 1, 2003, the Employer agrees to make payments to the Southwestern Illinois Laborers' Annuity Fund and be bound by the Southwestern Illinois Laborers' Annuity Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southwestern Illinois Laborers' Annuity Fund the amount listed in Addendums A, B, and C for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(h) An amount equal to the straight hourly contribution for Welfare, Pension, and Annuity shall be applied to the overtime rate after the straight time wage rate (less Training, LECET, and SICAP) has been figured at either time and one-half or double time.

(i) Commencing August 1, 2003, the Employer agrees to make payments to the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program and be bound by the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay the Illinois Laborers' & Contractors' Joint Apprenticeship &

Training Program forty cents (\$.40) per hour for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(j) The parties to this Agreement hereby incorporate into this Agreement the National Apprenticeship Standards, including the Local Model Standards, (hereinafter referred to as "Standards") which have been developed by the Laborers-AGC Education and Training Fund for the Apprenticeable Occupation of Construction Craft Laborers, as registered and approved by the Bureau of Apprenticeship and Training of the U.S. Department of Labor, including any amendments or modifications heretofore made, or which may be made, during the life of this Agreement, and the Employer and the Union agree to be bound by the terms and provisions thereof.

(k) The Joint Apprenticeship Training Committee (hereinafter referred to as "Committee") referred to herein shall mean the Joint Apprenticeship Training Committee established under the aforementioned standards. The Joint Apprenticeship Training Committee shall administer the Apprenticeship program. The Employer and the Union agree to be bound by the decisions of the Joint Apprenticeship Training Committee.

(l) Commencing August 1, 2003, the Employer agrees to make contributions to the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust (L.E.C.E.T.) and be bound by the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust forty cents (\$.40) for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(m) Commencing August 1, 2003, the Employer agrees to make contributions to the Southern Illinois Construction Advancement Program (SICAP) and be bound by the Southern Illinois Construction Advancement Program Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Southern Illinois Construction Advancement Program ten cents (\$.10) for each hour worked or portion thereof, for which the Employee receives pay, or is entitled to receive pay pursuant to this Agreement.

(n) Dues Check Off: Upon receipt of any Employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs

sooner, the Employer shall deduct from each Employee's wage fifteen cents (\$.15) for each hour worked for District Council Union dues and the Employer shall remit the amount so deducted monthly together with a list showing the names of the Employees from whose pay deductions were made and the amount deducted. Such written authorizations may be revoked on a revocable date by the Employee giving written notice by registered mail to the Employer and the Union on a revocable date delivered within thirty (30) days prior to the end of the irrevocable period. In the event no revocation is received, the authorization shall be continued in effect for another year or until the end of the Collective Bargaining Agreement, whichever occurs sooner. Monies deducted shall be subject to withholding taxes. The monies shall be remitted by the fifteenth (15th) of the following month, covering the hours worked the previous month.

(o) Voluntary Contribution to Laborers' Political League: The Employer shall, upon written receipt of a proper assignment executed by an Employee, deduct the amount of five cents (\$.05) per hour for each hour worked for a voluntary contribution to the Southwestern Illinois Laborers' Political League. This authorization shall be irrevocable for a period of one (1) year, or until the termination of the Collective Bargaining Agreement in existence between the Employer and the Southwestern Illinois Laborers' District Council and /or it's affiliated Local Unions, whichever occurs sooner; this authorization shall automatically be renewed and shall be revocable for successive periods of one (1) year each, or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and the Southwestern Illinois Laborers' District Council and/or it's affiliated Local Unions, whichever shall be shorter, unless written notice is given by the Employee to the Southwestern Illinois Laborers' District council and the Employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Southwestern Illinois Laborers' District Council and/or it's affiliated Local Unions, whichever comes sooner. The Employer shall remit the amount so deducted monthly together with a list showing the names of the Employee's from whose pay deductions were made and the amount deducted.

(p) The wage rates given in Article 8, excluding Watchmen's classification, are inclusive of all Welfare, Pension, Annuity, Training, LECET, and SICAP Funds, where applicable. Payments to such funds shall reduce the hourly rates accordingly. The parties to this Agreement specifically agree that they shall implement a non-qualified defined contribution plan which such plan shall encompass current retirees only whose benefit payments have been reduced in the prior year by the Internal Revenue Code Section 415

consistent with the Revenue Ruling issued on November 21, 1997. In the event, however, that the Internal Revenue Code Section 415 is repealed, modified or otherwise rendered moot by legislative action, the preceding clause shall have neither force nor effect. Likewise, in the event that legislation action repeals or modifies Section 415 in any respect rendering this clause moot, the remaining articles and section of the collective bargaining agreement between the parties shall be unaffected thereby and shall otherwise be in full force and effect.

ARTICLE 10

Job Site Injuries

(a) The selection of the Doctor for anyone working under this Agreement who is injured on the job shall be by the injured individual, if desired, and notices of this privilege shall be sent to the hospital in the area of the job site by the Employer and the Union. The Employer shall pay all medical, surgical and hospital expenses.

(b) The Employer may post on the job site the names of Doctors practicing at hospitals in the area of the job site, and notify the hospital of the list of Doctors and allow the injured men to select their own Doctor.

(c) The Union shall have the right to have a Doctor examine the injured man at all times. The injured individual shall receive pay for a full shift on the day the individual is injured.

(d) It shall be the duty of the foreman to report in a timely manner to the Employer, and the duty of the Steward to report to the Union, any accident to any Employee, which may occur, on the job where they are employed. It shall be the duty of the Steward to see to it that the Employee is taken care of and his family notified, if seriously injured.

(e) The Steward shall be paid for the actual and necessary time for taking care of the seriously injured Employee, if the Employer does not provide adequate care.

ARTICLE 11

Foremen

(a) When there are three (3) or more Laborers employed on a job, there shall be one (1) Laborer designated as the Working Foreman and that individual shall be paid fifty cents (\$.50) per hour in addition to the regular hourly rate.

(b) When ten (10) Laborers are employed on a job, the Working Foreman shall become the Non-Working Foreman and shall be paid one dollar (\$1.00) per hour in addition to the regular hourly rate.

(c) When fifteen (15) Laborers are employed on a job, a Working Foreman shall be designated as well as a Non-Working Foreman. The Working Foreman shall be paid fifty cents (\$.50) per hour in addition to the regular rate and the Non-Working Foreman shall be paid one dollar (\$1.00) per hour in addition to the regular rate.

(d) No gang shall exceed twenty (20) Laborers including the Foreman. After twenty Laborers are employed the second gang shall also have a Non-Working Foreman. When more than one Non-Working Foreman is employed, there shall also be a General Foreman. The General Foreman shall be paid at the rate of one dollar and fifty cents (\$1.50) per hour in addition to the regular rate.

(e) The foreman shall be from the Local Union in the jurisdiction where the work is being performed unless agreed upon between the Business Manager and Contractor. All foremen shall be considered the Agent of the Employer only, and shall be selected by mutual agreement between the Employer and the Business Manager.

(f) There shall be a foreman on each shift on jobs where there are two or three shifts employed, provided there are two or more men employed on these shifts.

ARTICLE 12

Different Scale on Classes of Work

(a) The Employer agrees that it will not willingly permit any organized labor to work on any of the above-named classes of work in the jurisdiction of the above-mentioned Counties for anyone at a lesser rate of wages. It shall use all honorable means to see that all work is done at a scale of wages not less than that set forth in this Agreement.

(b) Should the Union permit any work to be executed in the above-mentioned Counties at a lesser rate of wages than the one herein specified, the Employer shall have the right to reduce these scales accordingly or cancel this Contract, after first bringing the matter to the attention of and getting a decision of the Arbitration Board in case the fact of a lower wage rate being paid is questionable.

ARTICLE 13
Notification of No Work

(a) If no attempt is made by the Employer to notify the Business Manager or the Job Steward one hour (1) prior to the regular starting time to prevent Employees from reporting for work, the said Employees shall be paid two (2) hours time at the rate applying for that day. The Employee, in order to be entitled to the two (2) hours show-up time, must remain on the job for two (2) hours after the regular starting time unless sent home by the Employer or the Employers representative. If not notified at the end of the two (2) hour period that there will be no work, four (4) hours will be paid.

(b) If work is allowed to start but is weathered out prior to the end of two (2) hours, a minimum of two (2) hours will be paid. If work is weathered out after two (2) hours has been worked but before four (4) hours has been worked, four (4) hours will be paid. If work is weathered out and men are not notified before lunch period that there will be no work, six (6) hours will be paid. If work is weathered out after four (4) hours has been worked but before six (6) hours has been worked, six (6) hours will be paid. If work is weathered out after six (6) hours has been worked but before eight (8) hours has been worked, eight (8) hours will be paid. Employees will be required to remain on the job for time paid unless told to do otherwise.

(c) If men are called out after twelve o'clock (12:00 p.m.) noon, they shall be guaranteed four (4) hours pay, any time over four hours will be paid at the overtime rate.

(d) When conditions require, the Employer and the Union may revise this article to meet the requirements of a particular project.

ARTICLE 14
Work Hours and Overtime

(a) Eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. and 5:00 p.m., five (5) days per week. Employees will be guaranteed a minimum of four (4) hours pay once work is started in the morning and a minimum of eight hours pay if work is resumed after the lunch period unless work is terminated because of inclement weather, in which case, the provisions of Article 13 (b) shall apply. The regular starting time shall be determined at the pre-job conference or prior to the start of any work and may be changed, provided the Business

Manager is given five (5) working days notice of such change, or by mutual agreement between the Employer and the Business Manager when such notice is given less than five (5) days prior to the change being made.

(b) The lunch period shall be between the fourth and fifth hour of work and shall be a thirty-minute (30) minute period. If the crew involved in a paving or lay down operation is required to work through the lunch period and not take a lunch period (eating while working), the crew shall receive in addition to the regular pay for the hours worked, an additional one-half (1/2) hour pay at the overtime rate. Thus, an Employee who is required to eat while working and works from 8:00 a.m. until 4:30 p.m. shall receive eight (8) hours straight time pay and one (1) hour pay at the overtime rate.

(c) When Employees are required to work more than two (2) hours after the regular quitting time, they shall be allowed one thirty minute period (30) for supper with pay, and shall be allowed thirty (30) minutes with pay at every four (4) hour interval thereafter.

(d) All Tenders to Brick and Plaster Masons shall receive one-half (1/2) hour starting time at the applicable overtime rate for that day.

(e) All overtime worked, Monday through Friday, shall be paid at one and one-half (1 1/2) times the regular rate of pay. All work performed on Saturday shall be paid at one and one-half (1 1/2) the regular rate of pay. Work performed on Sundays and holidays shall be paid at double (2) the regular rate of pay.

(f) Upon prior notification to the Local Union at the pre-job conference, Employers shall be allowed to work four (4) consecutive days, Monday through Friday, ten (10) hours per day. In such event, overtime shall be paid on all hours worked over ten (10) hours per day and on all hours worked on the fifth and sixth day of the week and double time shall be paid for Sunday work. This paragraph shall apply only if all crafts agree at the pre-job conference.

(g) When conditions require, the Employer and the Union may revise this article to meet the requirements of a particular project.

ARTICLE 15

Holidays

Holidays recognized under this Agreement are Sundays, New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day proclaimed by authority as a national holiday. The aforementioned holidays will be observed on the dates prescribed by Federal Law. A holiday shall be from midnight to midnight unless otherwise agreed by the Business Manager. When a holiday falls on a Sunday, the following Monday shall be observed, and any work performed that day shall be paid at double the regular rate of pay.

ARTICLE 16

Jurisdictional Disputes and Arbitration

(a) Jurisdictional Disputes Procedures:

Section 1 Jurisdictional Dispute. As used in this Agreement, the term "jurisdictional dispute" shall mean any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees. This shall apply to all employers and their subcontractors.

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

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

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

1. If the work is covered in an applicable agreement of record between the Local Unions involved, the assignment will be in accordance with such agreement of record.
2. In the event there is no applicable agreement of record, then the Employer shall assign the work in accordance with local area practice.
3. In the event that no local area practice exists, the Employer shall assign the work in accordance with decisions of record.
4. If none of the criteria listed in subparagraphs (1) through (3) are applicable, the Employer may make the work assignment on the basis of economy and efficiency of

operation, the well-being of the industry and the interests of the consumer.

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

Step 3 Arbitration. If the Union maintains that the Employer has made a work assignment that is not in accordance with the criteria established in Step 2, the Union may, within three (3) days of being notified of the work assignment, submit the dispute to arbitration. An arbitration hearing shall be held within seven days of the Union's request for arbitration. The parties have jointly designated the Federal Mediation and Conciliation Service to arbitrate any dispute arising under this Article.

The arbitrator has the authority to render a final and binding decision in the case. In deciding the dispute, the Arbitrator shall apply and follow the criteria set forth in Step 2, subparagraphs (1) through (4). The arbitrator will issue a written decision within five (5) days from the date of the hearing explaining his/her findings regarding the applicability of the Step 2 work assignment criteria to the facts of the case.

If the contractor refuses to adjust work assignments necessary to comply with this decision, then the contractor will be liable for back wages, fringe benefit contributions and check off of union dues commencing on the date of finality of the decision and continuing through the date of compliance with the decision.

Costs of Arbitration, including the Arbitrators fees and expenses, will be borne equally by the parties

(b) It shall not be a violation of this Agreement, nor cause for discharge or discipline, if an Employee refuses to cross a lawful picket line of any Union; nor shall the exercise of any rights protected by law be a violation of this Agreement.

ARTICLE 17

Union Representation

(a) The Business Manager of the Local Union shall have the right to visit all jobs sites in the performance of his duties.

(b) All stewards to be appointed by the Business Manager of the Union and the steward shall not be discriminated against by the Employer for the performance of his duties.

ARTICLE 18
Pay Days and Check Charge

(a) The Employer shall pay the Laborer once every week on Friday and pay shall be in full up to Tuesday night except where State or Federal regulations demand that the payroll reports shall be by calendar week, in which case pay day shall be the following Friday.

(b) Pay day is to be once a week in cash or payroll check and not more than three (3) days shall be withheld, unless by agreement with the Business Manager of the Local Union. If paid by check, Employer must pay bank charges, if any. If men are laid off, they must be paid in full at the time of layoff, or receive full pay for time required to wait at the appropriate overtime rate. All pay must be made on Friday not later than the regular quitting time.

(c) The Employer shall furnish a detailed statement of earnings with all pay to Laborers. No personal checks will be allowed as payment for wages due an Employee covered by this Agreement.

(d) Should an Employer fail, refuse or neglect, to pay any number of men on the regular pay day, at quitting time, the men shall be paid waiting time at the overtime rate; unless however, the delayed payment is a question of dispute, subject to arbitration.

(e) If the Employer requires the men to remain on the job during a stoppage of work, they must be paid continuous time.

(f) If men are discharged, they must receive their pay immediately at the plant office on the job. If required to wait, they must be paid waiting time at the regular rate. After quitting time, the men shall be paid at the overtime rate.

ARTICLE 19
Insurance

(a) The Employer shall carry Illinois Workmen's Compensation Insurance and shall provide a Certificate of such coverage when requested by any party signatory hereto. The Employer shall also come under the Illinois State Unemployment Insurance Act and pay Unemployment Compensation Insurance on all Employees, regardless of the number employed. State income tax shall be paid to the State of Illinois.

(b) The Union, at its option, at the Pre-Job Conference may demand the Employer to secure and maintain a Surety Bond in the minimum amount of \$25,000.00 to guarantee payment of all wages, fringes, and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount. The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this Section and the party in error shall pay for any expenses incurred.

ARTICLE 20

Ice Water

The Employer shall furnish ice water in sanitary containers with sanitary drinking cups, or provide drinking water through sanitary drinking fountains. The water shall be available on the job not later than one (1) hour after starting time. Laborers on the site will distribute all water and periodically clean the containers.

ARTICLE 21

Tools and Clothing

Laborers shall provide the following personal hand tools and clothing in a satisfactory condition at the time of employment: A pair of rubber boots, hardhat, wrecking bar, claw hammer, and an adjustable wrench. Personal tools stolen, damaged or destroyed on the job shall be replaced or reimbursed on an equal value basis, providing a receipt to the Employer. The Employer shall be required to furnish all tools, other than those listed above, including but not limited to, rubber gloves, goggles, respirators and rain suits to all Employees working in mud, water, or concrete; also rubber coats and hats, where Employees are required to work in rain or where water drips on them or such as may be required. Such clothing shall be charged to the men until returned. The Employer shall furnish a building protected from all elements of the weather for the men/women to change their clothes and eat lunch (not reasonable on all highway jobs).

ARTICLE 22

Sub-Contractors

This Agreement shall bind all sub-contractors on work being done at the site of construction. Any Employer who sublets any Laborers' work on any project shall make this Agreement a part of the specifications when such work is sublet and will ascertain that this section is fully complied with and the Employer shall demand compliance.

ARTICLE 23
Miscellaneous Workmen

All flagmen, salamander tenders, sprinklers, water boys, and men filling and distributing lights and lanterns are to be paid at the regular rate.

ARTICLE 24
Pre-job Conference

When a Pre-Job Conference is desired by the Union, the Employer will attend and will designate, if requested by the Union at the Pre-Job Conference, who their Sub-Contractors are.

ARTICLE 25
Shift Work

(a) When two or three shifts are worked, seven and one-half (7 1/2) hours work shall constitute a full shift and Employees shall be allowed thirty-minutes (30) for lunch with pay.

(b) When shift work is started, it shall begin on the first day of the week (Monday) and continue for a minimum of five (5) consecutive days.

(c) Three-shift work shall be continuous for one hundred twenty (120) hours.

(d) There shall be no deductions from the full weekly pay on shift work.

(e) If shift work has started and shall be discontinued before the end of the week, the Employer shall have the choice of paying all men on the second or third shift work their full weekly pay at the regular rate of pay, or overtime for all shifts that have been actually worked, with all men to receive the same number of shifts. There shall be no deduction for holidays not worked on shift work, and the rate of pay for Sundays and Holidays shall be double time, if they are worked. The rate of pay for Saturdays shall be at the applicable overtime rate of pay.

1. The first shift shall start at 8:00 a.m.; Lunch hour being at 12:00 Noon.

2. The second shift shall start at 4:00 p.m.; Lunch hour being at 8:00 p.m.

3. The third shift shall start at 12:00 a.m. (midnight); Lunch hour being at 4:00 a.m.

(f) When two (2) ten-hour (10) shifts are worked, the hours shall be (first shift) 8:00 a.m. to 6:00 p.m., and (second shift) 6:00 p.m. to 4:00 a.m. There shall be one thirty minute (30) lunch period with pay, which shall be four hours after the shift starting time. The last two hours of each shift shall be paid at the applicable overtime rate.

(g) When two (2) twelve-hour (12) shifts are worked, the first four (4) hours of each shift shall be paid at the straight time rate and the remaining eight (8) hours shall be paid at the overtime rate. Lunch shall be for thirty-minutes (30) every four (4) hours with pay, and all other provisions pertaining to this Article 25 Shift Work shall prevail.

(h) When men work their regular eight (8) hour shift and continue to work two (2) hours past their regular quitting time, they shall be allowed thirty (30) minutes to eat their lunch at the overtime rate of pay and thirty (30) minutes to eat their supper at four (4) hour intervals thereafter at the applicable overtime rate of pay.

(i) When men are working on shift work that requires constant attention, they shall eat their lunch close enough to their work so they can take care of an emergency.

(j) When conditions require, the Employer and the Union may revise the shift work provisions to meet the requirements of a particular project.

ARTICLE 26

Joint Conferences

The Employer and the Union agree that starting quarterly after the execution of this Agreement, they shall hold monthly meetings between representatives of the Employer and the Union. These meetings shall be held for the purpose of furthering harmonious industrial relations.

ARTICLE 27

Safety

(a) All Employees shall adhere to all Federal and State Safety Laws and the Employer's Safety Policy, where not in conflict with such Federal and State Laws.

(b) The Union and the Employer agree that it is in the best interest of all to promote an alcohol and drug-free working environment, and both pledge to work within their own areas of influence and to cooperate to that end.

(c) The Employer shall be responsible for providing any appropriate first aid materials at the job site.

(d) The Employer shall have the right to determine the number of Employees any job will require. However, two (2) men may be required, for purposes of safety, on drills, chain saws, cutting torches, concrete saws, water blasters and sand blasters with both men working. Where no more than one (1) Laborer is employed on a job, he shall be allowed to perform the work alone as long as it does not exceed four (4) hours' duration. Two men will be required on jackhammers; when air, gasoline, or electric paving breakers are used, paving breaker men, and cleanup men, shall interchange positions. To insure safety on all tunnel work, a minimum of two (2) men shall be employed; both men will work. All trenching, tunneling, shafting, and similar excavating shall be conducted in a manner that will adequately insure the safety of the workmen.

(e) In the event a dispute arises concerning the safety of an excavation, or the need for shoring, the local Business Manager and the Contractor is to be notified by their respective representatives on the job. Should the Business Manager and the Contractor fail to agree, they shall select a third qualified person, mutually acceptable to both parties, whose decision shall be binding.

ARTICLE 28

Drug Abuse Prevention, Detection & Awareness Program

We are firmly committed to the safe and efficient construction and operation of all projects. The safety and health of project employees, and the quality of construction are of paramount concern. The use, possession, or distribution of drugs in the work place is inconsistent with the achievement of these objectives. There being a delicate balance existing between safety, health, efficiency and the interest of worksite Employees' right to privacy, this program recognizes that the Union and the Employer will not intrude into the off duty lives of workers or their right to privacy. The sole purpose of this policy is the elimination of substance abuse at the job site. It is recognized that on job substance abuse is often caused by underlying physical or emotional problems. For that reason, this program includes a drug and alcohol awareness orientation at their pre-employment screening.

Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual Employers may require Employees to undergo drug screening by using the following procedures. This policy, and following procedures, are binding, and are mutually agreed to by the parties to this agreement:

(a) It is understood that the use, possession, transfer or sale of illegal controlled substances is absolutely prohibited while Employees are on the Employer's job premises, or while working on any site in connection with work performed under the applicable agreements.

(b) An Employer or owner may declare a job site to be a drug-testing site for all Employees working on that site. If declared a drug-testing site, all building trades' persons must be tested before beginning work.

(c) All Employees will undergo tests for the following controlled substances:

1. Amphetamines
2. Barbiturates
3. Benzodiazepines
4. Cocaine
5. Opiates
6. THC (Marijuana/Canabinoids)
7. Methadone
8. PCP

(d) This program does not prohibit the use or possession of any medication prescribed by the Employee's physician, or any over-the-counter medication.

(e) An Employer may require a fitness for duty determination for the following reasons:

1. Accidents: - Employee involvement in accidents or near misses shall be grounds for requesting testing for alcohol or controlled substances to determine fitness for duty.

2. Observed Behavior: (Objective Criteria) - The supervisor is responsible for making an initial assessment as to whether an Employee is "Fit for Duty". Such a determination should be based on the supervisor's objective observation of an Employee's ability to perform all duties safely and efficiently as well as the Employees conduct and attendance. In making this determination, the supervisor is not "diagnosing" but merely noting "behaviors". In some instances an illness or disease may mimic the symptoms of alcohol or substance abuse. The company will not tolerate the use of this policy to harass or intimidate Employees.

3. Patterns and Indications of a Substance Abuse Problem: The following lists some of the most commonly observed signs that an Employee may not be fit for duty. These signs may be considered "for cause" events that will justify assessment for fitness for duty under this policy. This list is not all-inclusive. Supervisors may observe other signs and symptoms similar to these that may prompt a request for a fitness for duty assessment.

- | <u>General</u> | <u>Specific</u> |
|--|-----------------------------------|
| a) An accident | a) Dilated or constricted pupils |
| b) Erratic behavior | b) Glassy or reddened eyes |
| c) Sudden mood swings | c) Flushed face |
| D) Excessive risk taking | d) Slurred speech |
| e) Poor cooperation | e) Alcohol or marijuana on breath |
| f) Customer complaints | f) Staggering or unsteady gait |
| g) Frequent tardiness | g) Stumbling or falling |
| h) Excess absence, Monday/
Friday, payday | h) Abusive speech |
| i) Frequent mistakes | |
| j) Lack of energy or strength | |
| k) Declining performance | |
| l) Poor quality or quantity
Of work | |
| m) Unexplained absences | |

(f) If the supervisor determines that the Employee is not fit for duty and after a job steward or another Union member has been contacted and observed the Employee in question, the following assessment procedure should be used:

1: Procedures to be followed by a supervisor once it has been determined that a fitness for duty assessment is necessary.

It is very important that a supervisor observing signs that an Employee is not fit for duty should ask another supervisor to observe the Employee for corroboration of the behavioral characteristics.

The supervisor should remove the Employee from the worksite where a confidential meeting can occur. If more than one Employee is involved, they should be separated. The supervisor should explain what he/she has observed and ask the Employee to explain why he/she appears to be physically or mentally unable to perform this job.

Remember, the supervisor is neither diagnosing nor accusing the Employee of being "drunk" or "stoned", but acting on observed behavior. If the Employee provides a satisfactory explanation for his/her behavior, the supervisor should make a further assessment to determine the reason the Employee appears unfit for duty. The supervisor must document all actions thoroughly. If the Employee

does not provide a satisfactory explanation, the supervisor should proceed with the following substance screening.

2: The following procedure may be used when the decision to conduct a test or assessment referral for "fitness for duty" has been made.

Testing Procedure: - The Supervisor and Union steward of another fellow Union member should escort the Employee to a medical facility. The Employee will be required to provide a urine specimen for testing.

The Occupational Health Nurse should be contacted if questions arise regarding testing procedures or specimen collection facilities.

The collection of urine specimens, the chain-of-custody of the specimen to mutually agreed N.I.D.A. Laboratory, and the laboratory testing will be in accordance with the guidelines established by the National Institute on Drug Abuse (N.I.D.A.).

3: After the Test - Meeting with the Employee.

When test results are positive, a meeting with the Employee and a Medical Review Officer (MRO) should be scheduled to tell the Employee the test results, making sure that the results of the testing are held in the strictest confidence. Only after a meeting between the Employee and a medical professional, will the Employer be notified of a positive test.

All tests shall be conducted using only urine specimens in accordance with current State and Federal Department of Transportation, Initial and Confirmatory Test Levels (NG/MI). Sufficient amounts (a minimum of 60cc) of the sample shall be taken to allow for an initial test and confirmatory tests. All specimens shall be collected and handled according to strict chain-of-custody procedures as established by N.I.D.A. The sample collection will not be observed directly. The testing procedure is designed to respect the Employee's rights to privacy.

The initial test will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or a positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the Employee. The confirmatory test will be by Gas Chromatography -- Mass Spectrometry (GC/MS). Any other confirmatory tests and/or testing shall be at the Employee's time and expense. Testing standards for both the initial test, and confirmatory test, will be those established by the National Institute of Drug Abuse. The testing lab used will conform to the standards of the National Institute of Drug Abuse. The testing laboratory will retain confirmed positive samples in secured long term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures; specimen containers shall be labeled with a number, and the donor's signature, and shall be closed with

a tamperproof seal initialed by the donor and the collecting agent. The labeling shall be done in the Employee's presence. All specimen samples shall be collected at a mutually agreed medical facility such as a hospital, etc. Every effort shall be made to assure the validity and accuracy of all tests.

Employees will be advised of test results by an approved MRO. Results, or facts of testing, shall not be released to any owner, any other Employer, or any other Employee.

Employees shall receive copies of all documents, including, but not limited to, test results, computer printouts, graphs, interpretations and chain-of-custody forms.

Results of the testing shall be held in the strictest confidence, in accord with the American Occupational Medical Association Code of Ethical Conduct for Physicians Providing Occupational Medical Services and the AOMA Drug Screening in the Workplace Ethical Guidelines; except as provided in this document.

Except as set forth herein, nothing should infringe on the worker's right to privacy, or job rights and security, as set forth in the Collective Bargaining Agreement; nor shall this program intrude into the off-duty lives of the Employees, except if the Employee reports to work impaired.

It is the intent of this program to comply with all laws and regulations promoting non-discrimination in employment.

Except as set forth herein, no Employee shall be required to sign any waiver of his rights.

Random physical searches and/or compulsory chemical testing shall not be permitted. However, in order for an Employer to guarantee the security of this program, that Employer may **at any time** declare any new project to be drug free. All Employees who work on that project site will be tested.

Employees with a negative test result shall be issued a "drug free" card. Any Employee possessing a "drug free" card, notwithstanding any other provision of this Agreement, shall not be retested for a period of one year from issue date of the card, provided that, if an Employer seeks to retest Employees within the one year period prior to the start of a new job, he may do so. Employees not passing the drug screen shall be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug test.

Payment of all testing will be at the expense of the Employers, or as negotiated with Employer groups and Unions signatory with this Agreement. The Unions shall encourage their members to be tested at a time convenient to them on a voluntary basis during a six-month period starting with the date this Agreement becomes effective.

It is recognized by the parties of this agreement that the consensus of all is that alcohol should not be abused. No Employer is expected to retain in his employment any Employee whose work performance is affected because of alcohol abuse.

Employment shall not be denied to any Employee, on a subsequent job, who, although had a positive test, was subsequently retested pursuant to this program, and shown to be negative for drugs.

Except as set forth herein, the establishment or operation of this policy shall not curtail any right of an Employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction, or a public agency having jurisdiction over the parties, the remaining portion of the policy shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Employer's application of this program.

4: In the event an Owner has drug abuse prevention program, the parties agree to abide by said program.

Drug Awareness: Drug Awareness is an educational program which provides information through discussion, films, and written material to make you aware of matters of concern, including:

The nature and extent of drug abuse within society in general and its impact on all aspects of your life.

The specific impact of drug abuse within the construction industry.

The Illinois statute known as the "Drug Free Workplace Act" (P.A. 86-1459, effective January 1, 1992) and your employment projects financed by the State of Illinois.

The impact of the Illinois Drug Free Workplace Act upon you and your employment on state financed projects.

The federal statute known as the "Drug Free Workplace Act of 1988" (Public Law 100-690, title V, subtitle D) and your employment on federally financed projects.

The impact of the federal Drug Free Workplace Act upon you and your employment on federally financed projects.

That some Owners, Contractors and Employers have drug screening programs which require drug testing for pre-employment, for cause and/or random testing that may impose more stringent requirements upon you and your Employer.

The disciplinary action (up to and including discharge) which may be imposed upon you as a result of using, selling, or

being under the influence of drugs or alcohol on the job site. The requirement to notify your Employer of a conviction of any federal or state drug statute within five (5) days, or as specified otherwise, which may be imposed upon you by federal and/or state statutes and/or regulations and also by the drug policy and program requirements of some Owners, Contractors and Employers.

Employee Assistance Program benefits may be available to eligible participants of local welfare funds, which may provide confidential short-term counseling, assessment and referral through qualified service providers. Although some Employers may provide Employee Assistance Program benefits to eligible Employees, this Program does not contain any provision or requirement whatsoever for any Employer to provide any benefits in an Employee Assistance Program.

The identity of the laboratory and the specific testing procedures will be explained in conjunction with the Drug Awareness Program.

ARTICLE 29

Composite Crew

On any project that is within the jurisdiction of more than one Local Union, it is agreed that the Local Unions involved will determine the ratio of Laborers from each Local Union that will be employed for the duration of such project. This understanding shall be agreed upon at the pre-job conference on information supplied by the Employer.

ARTICLE 30

Beginning and Duration of Contract

This Agreement shall be effective August 1, 2003, and shall remain in full force and effect through July 31, 2006. Either party may give notice in writing to the other party sixty (60) days before the contract expiration date that it desires to terminate this Agreement. Notice to modify the contract with respect to any provisions given by either party shall not terminate the contract and shall not render the automatic renewal clause inoperative.

IN WITNESS WHEREOF, the Southern Illinois Builders Association and the Twelve Counties Southwestern Illinois Laborers District Council for its affiliated Unions affiliated with the Laborers International Union of North America, AFL-CIO have caused their duly authorized representatives to hereunto subscribe their names as of the 1st day of August, 2003.

EMPLOYER:

COMPANY _____

ADDRESS _____

TELEPHONE NO. _____

FAX NO. _____

TO BE SIGNED BY OWNER OR CORPORATE OFFICER

BY _____

(Print Name)

(Title)

BY _____

(Signature)

**SOUTHWESTERN ILLINOIS LABORERS'
DISTRICT COUNCIL**

2 Eastport Plaza Drive, Suite 200
Collinsville, IL. 62234-6113
(618) 345-3518

BY _____

(Glyn Ramage, Business Manager)

DATE _____

LOCAL UNION # _____

**SOUTHERN ILLINOIS BUILDERS
ASSOCIATION**

7623 West Main Street, P.O. 24155
Belleville, IL. 62223
(618) 397-1400

BY _____

(Timothy Garvey)

TITLE _____

