

ARTICLES OF AGREEMENT

between

THE ASSOCIATED CONTRACTORS

OF THE QUAD-CITIES

and

LOCAL UNION NO. 309

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA

Phone #(309) 786-5479

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Which is affiliated with the

AFL-CIO and the

GREAT PLAINS

LABORERS' DISTRICT COUNCIL

COVERING HIGHWAY & HEAVY

CONSTRUCTION WORK

In Rock Island and Mercer Counties

Illinois

and

Scott County

Iowa

Effective: January 1, 2003

Termination: December 31, 2007

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PREAMBLE

Section 1. This agreement covers construction of public, private, and commercial improvements, such as roads, parking lots, pavements, streets, airports, alleys, over and under passes, bridges, viaducts, grade separations, subways, tunnels, caissons, cofferdams, sewers, or appurtenances thereto, gas or pipelines, subdivisions, driveways, all clearing for pools and right-of-ways for construction, hazardous waste and asbestos projects.

Section 2. This Agreement is made and entered into by and between THE ASSOCIATED CONTRACTORS OF THE QUAD-CITIES, hereinafter referred to for convenience as the "Association", on behalf of its contractor members, and LOCAL UNION NO. 309, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, which is affiliated with the AFL-CIO and the GREAT PLAINS LABORERS' DISTRICT COUNCIL, hereinafter referred to for convenience as the "Union".

Section 3. Whenever in this contract words are used in the masculine for, e.g. jackhammerman, they are to be construed as being masculine and feminine as appropriate.

PURPOSE OF AGREEMENT

Section 1. This agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Contractor and employee, and to prevent waste and unnecessary delays and expenses, and for the further purpose of at all times securing for the Contractor sufficient capable workmen, and so far as possible to provide for continuous labor employment; such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon so the suitable conditions may prevail in the construction industry as classified in the preamble of this agreement so that construction costs

may be as low as possible, consistent with fair wages and conditions and further establish the necessary procedure for which these ends may be accomplished.

Section 2. Both parties to this agreement believe that a uniform agreement, when adopted by the Association and the Union, will further the interests of the construction industry and agree to use their best efforts to bring about such actions and further believe that such a uniform agreement arrived at by means of collective bargaining will enhance a more uniform agreement, regulating hours, wages and other conditions of employment, within the boundaries of

Rock Island County, Illinois
Mercer County, Illinois
Scott County, Iowa

ARTICLE 1
WORK COVERED

Section 1. It is understood and agreed that this agreement shall be in effect in the above mentioned counties on the above classified work, either Federal, State, County, Township, City or private work within the boundaries of the said counties.

ARTICLE 2
RECOGNITION

Section 1. The Contractor recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, fringe benefits, hours and other working conditions for all laborers, excluding clerical employees, timekeepers, superintendents and master mechanics, government certified quality control technicians.

ARTICLE 3

9a AGREEMENT

Section 1. All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereinafter, shall become and remain members in good standing in the Union as a condition of their employment on the 8th day following the beginning of their employment, or the effective date of this agreement, whichever is later, as authorized in Section 9(a) of the Labor Management Reporting and Disclosure Act of 1959. It is agreed by both parties that employees who do not belong to the Union may voluntarily join the Union any time within the eight (8) day period.

Section 2. Upon written notice from the Union notifying the Contractor of the failure of any employee covered by this agreement to complete or maintain his membership because of non-payment of dues, the Contractor, shall within twenty-four (24) hours of such notice, discharge said employee. Provided, further, that no Contractor or the Union shall discriminate against an employee to who membership was not available on the same terms and conditions generally applicable to other members, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

Section 3. This Article shall not be in force or effect for any employment within the boundaries of Iowa or any other State which has or enacts a Statute, Act or Law prohibiting Union membership or affiliation as a condition of employment provided the law is applicable to the Contractors and parties hereto. In the event any State, including Iowa, which has, or during the term of this agreement enacts a Statute, Act or Law prohibiting any union security agreements and subsequently repeals such a Statute, Act or Law, Article 3 will become in full force and effect for any employment within the boundaries of that State immediately upon the effective date of such repeal.

ARTICLE 4

EMPLOYMENT

Section 1. The Union and the Employer believe that the Union's knowledge and experience within the industry here involved, together with the sources of competent manpower available to it, can aid the Employer in recruiting needed applicants for employment who can meet the standards of the trade and thus promote the efficiency of the operation of the Employer.

Section 2. The Employer and the Union agree that:

- (1).....Except for a minimum number of key men on any job or project, as determined in a pre-job conference or agreement between the Employer and the Business Manager and/or the Field Representative of the Union and except where this Article provides otherwise, the Employer shall request the Referral Office of the Union to refer all applicants for employment, and the Referral Office shall make such referral in the manner set forth below.

- (2).....The Employer, in requesting referrals shall specify to the Union, (a) the number of employees required, (b) the location of the job or project, (c) the nature and type of construction involved, (d) the work to be performed, and (e) any such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.

- (3).....Employers may request former employees for referral to a job or project by contacting the former employee and the local union. Upon being contacted by the employer, the Union Referral Office shall refer said former employees to the job or project provided they are properly registered applicants in the Referral Office, are available for work at the time of the request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of

the Referral Office within twenty-four (24) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such former employees.

(4).....The Employer may require and call for employees possessing special skills, qualifications, dual cards (Laborer, Teamster, etc.), OSHA 10-Hour Certification, or other abilities and the Union shall refer the first applicant on the registration list possessing such special skills qualifications or abilities.

(5).....The Employer reserves and shall have the right to accept or reject any applicants referred by the Union or to discharge for cause any employee who has been accepted but who subsequently proves unsatisfactory.

(6).....The Employer shall have the right to determine the number of employees any portion of the work shall require.

(7).....If an applicant for work misrepresents his qualifications, the show up time provision of this contract will not apply, and when discharged will return to the referral office and re-register.

Section 3. The Union agrees that it will operate the Referral System in Accordance with the following rules and procedures:

(1).....The Union at its headquarters, herein called the Referral Office, shall maintain lists of persons who are available for employment, from which referrals shall be made, and the Union agrees that it shall operate such referral system in accordance with all Federal and State Laws and Regulations.

(2).....Registration and selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall in no way be affected by union

membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligations of membership policies or requirements or because of race, creed, sex, or color or national origin. The referral office will take affirmative action to insure that applicants are employed without regard to their race, creed, color or national origin.

(3).....Referral for employment by the Union shall be made from referral lists, which shall be administered as follows:

(a)..... When an applicant desires to place his name on the referral list, he shall fill out an application for referral, which among other things, shows his social security number, previous employment experience, the names of his previous employers and the jobs he is qualified to perform. Because Employers frequently need laborers on short notice, it is the responsibility of the registrant at the time of registering, to give the referral office instructions as to how the registrant can be contacted for referral. Registrant shall give clear instructions as to telephone number, address or other means of communication.

(b)..... Each applicant's name shall be placed upon the list provided he is unemployed, serially by the date and time of his application, and each registrant shall be entitled to know of his serial standing on the list of applicants.

Section 4. When the Employer calls the Referral Office for employees, they shall be dispatched in a non-discriminatory manner as follows:

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

(a).....GROUP A - All persons who have been employed as a construction laborer by a signatory contractor for 1000 hours in the last two (2) years in the jurisdiction of Local 309.

GROUP A-1 - Apprentices

(b).....GROUP B - All persons who have been employed as a construction laborer by a signatory contractor for 750 hours in the last two (2) years in the jurisdiction of Local 309.

(c).....GROUP C - All persons having been employed as a construction laborer by a signatory contractor in the geographical area embraced by the Referral Office where the work is to be performed and who do not qualify for the A, A-1 or B list.

(2) All persons for referral, based on hours worked, shall move a maximum of one (1) group per calendar year January through December. Hours worked will include training hours and injury hours as hours worked. Referrals who are off two (2) weeks or more with a doctor's statement will remain on the current out-of-work list.

(3) Registration and referral of such applicants shall be done by groups as set out above. Each applicant shall be registered in the highest group for which he qualified and registrant in Group A shall be first referred, then Group B, and then Group C in that order.

(4) Group A-1 (Apprentices) shall be dispatched in accordance with Article 32, Apprentice Rations.

(5) The Employer may request, by name, specific applicants for referral to a job or project and the Union shall refer said applicants to the job or project, provided

they are properly registered applicants in Group A, or Group B in the Referral Office, and are available for work at the time of the request.

- (6) If a registrant, referred for employment in regular order, refuses to accept such employment three times (3x), his name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate, or search for any applicant whose name appears on the registration or referral lists, if such applicant is not available when referrals are made.
- (7) The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive three (3) days' pay at straight time if employed.
- (8) It is understood and agreed that any employee employed by the Employer under the terms of this Agreement may continue in the employment of this Employer at any location or on any project within the jurisdiction of the referring local union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in the displacement of another employee.
- (9) Referrals may register, when laid off, by phone, in person or in writing.
- (10) ... In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees the Union may contact other Laborer Locals to fulfill the Employer's request. Then if the referral facilities maintained by the Union are unable to fulfill the request of an Employer within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays and Holidays excepted) the Employer may employ applicants directly. In such event, the Employer shall notify the Union Office of

the names of the persons employed and the dates of hirings, such notice shall be given within forty-eight (48) hours of the hiring.

(11) ...The Referral Call-Out will be from 6:30 a.m. to 8:30 a.m. and from 2:30 p.m. to 4:30 p.m.

(12) ...An applicant for referral who is aggrieved by an action of the Union with respect to registration or referral under this provision may, within ten (10) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the North Central Illinois Laborers' District Council and the Associated Contractors of the Quad-Cities. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a board consisting of a representative of the District Council, a representative of the Associated Contractors of the Quad-Cities, and a representative chosen jointly by the Associated Contractors of the Quad-Cities and the District Council. If by the end of seven (7) days the third representative cannot be agreed upon, said representative shall be chosen from a panel submitted by the Federal Mediation and Conciliation Service.

(13) ...Such board shall consider the grievance and render a decision which shall be final and binding. The board is authorized to issue procedural 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.

(14) ...The Union shall put in appropriate places, where notices to employees and applicants are customarily posted, all provisions relating to the referral arrangement set forth in this agreement.

(15) ...Local Union No. 309 agrees that it will indemnify and save this Employer harmless against all claims or all other forms of liability whatsoever that may arise out of failure to act, or by reason of action taken by the Local Union in

connection with the operation of the non-discriminatory provisions governing the operation of the Referral Office.

ARTICLE 5

ADJUSTMENT OF DISPUTES

Section 1. Initiation Determination. Any dispute of any type concerning the interpretation or application of this agreement between an employer and the Union shall be adjusted by the particular employer and the Union Business Manager in the first instance, if possible. No employee grievance may be considered unless submitted in writing to the Union and the employer within five (5) days of the alleged violation. All grievances shall be submitted on a standard form supplied by the Union and shall contain the following information: (a) Date(s) of incident(s), (b) Specific action(s) which violated the Agreement, (c) Provisions(s) of Agreement violated, (d) Remedy requested, and (e) Attempt(s) made to resolve the grievance.

Section 2. Grievance Committee. In the event the matter is not settled, it shall be referred to a Grievance Committee consisting of an equal number of, but not to exceed three (3) each, employer representatives and labor representatives. The employer representatives shall be selected by the Association and the labor representatives shall be selected by the Local Union. After notice has been received by the Association and the Union, a meeting of the Grievance Committee will convene within fifteen (15) days, if possible, in Rock Island County Illinois to hear testimony and adjudicate the grievance. The determination of the Grievance Committee shall be governed by majority vote, with each representative in attendance having one (1) vote.

Section 3. Arbitration. Should the Grievance Committee be unable to resolve the matter, then the Local Union or the Contractor may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Contractor shall have the right to select one of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted, the parties shall within five (5)

working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The Parties recognize that time is of the essence.

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

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

Section 6. The Union agrees that for the duration of the contract, they shall not have the right to strike, except as otherwise herein provided and the Contractor agrees that they shall not have the right to lock-out so long as they follow the above procedure for adjustment of disputes.

ARTICLE 6

FRINGE BENEFITS AND PROGRAMS

Section 1. The Employer shall pay the following amounts for fringe benefits and programs for each hour worked by each employee covered by this agreement, which will include Article 12, Section 2 and show-up time.

Section 2. Effective January 1, 2003 through December 31, 2003, three dollars and seventy cents (\$3.70) per hour will be sent to Laborers' Local 309 Clearing Account, 2835 – 7th Avenue, Rock Island, IL 61201 for the Welfare Contribution.

Section 3. Effective January 1, 2003, through December 31, 2003, two dollars and seventy-five cents (\$2.75) per hour will be sent to Laborers' Local 309 Clearing Account, 2835 – 7th Avenue, Rock Island, IL 61201, for the Pension Contribution.

Section 4. Effective January 1, 2003, through December 31, 2003, forty cents (\$.40) per hour is payable to the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Fund, except for Employers that perform work in the Hazardous Waste and Asbestos Industries shall pay a training program contribution of fifty cents (\$.50) per hour, sent to Laborers' Local 309 Clearing Account, 2835 – 7th Avenue, Rock Island, IL 61201 for Training Fund Contribution.

Section 5. Effective January 1, 2003 through December 31, 2003, one dollar (\$1.00) per hour is payable to the Northern Illinois Annuity Fund, sent to Laborers' Local 309 Clearing Account, 2835 – 7th Avenue, Rock Island, IL 61201 for Annuity Fund Contribution.

Section 6. Effective January 1, 2003 through December 31, 2003 sixty-seven cents (\$.67) per hour is payable to the North Central Illinois Laborers' District Council Laborers-Employer Cooperation and Education Trust, sent to Laborers' Local 309 Clearing Account, 2835 – 7th Avenue, Rock Island, Illinois 61201, for distribution to:

- A) Laborers-Employers Cooperation Education Trust - (\$.12) per hour.
- B) Midwest Region Foundation for Fair Contracting - (\$.10) per hour.
- C) Quad Cities Foundation for Fair Contracting Trust - (\$.43) per hour.
- D) LIUNA National Health & Safety Fund - (\$.02) per hour.

Section 7. Effective January 1, 2003, through December 31, 2003, ninety cents (\$.90) per hour is payable to the Laborers' of Illinois Vacation Fund, sent to Laborers' Local 309 Clearing Account, 2835 – 7th Avenue, Rock Island, Illinois 61201, for Vacation Fund Contribution.

Upon 30 days written notice to the employer, the amount to be deducted from the net wages of each employee and remitted to the Vacation Fund may be amended, altered or discontinued and the employer shall thereafter deduct such amount as directed in the written notice.

Section 8. Recognizing that the employees have established their own Health and Welfare Fund, Pension Fund, Annuity Fund, NCILDC-LECET, Illinois Laborers' and Contractors' Joint Apprenticeship and Training Fund, Vacation Fund, Laborers' Local Union Quad Cities FFFC and that these monies have always been considered as part of the total economic package, it is therefore agreed that any reduction of contributions to the above mentioned benefit funds will revert to the wage package.

Section 9. The Employer agrees to be a party to and to be bound by the Agreement and Declaration of Trust, and amendments thereto, heretofore entered into with the Northern Illinois & Iowa Laborers' Health and Welfare Trust Fund by the Associated Contractors of the Quad Cities and the Union, and by any future amendments to the foregoing, and also agrees to be a party to and to be bound by the particular agreements and declarations of trust, and amendments thereto, heretofore entered into with respect to the Central Laborers' Pension Fund, Northern Illinois Annuity Fund, Laborers' of Illinois Vacation Fund, North Central Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust and Illinois Laborers' and Contractors' Joint Apprenticeship and Training Fund, Midwest Region Foundation for Fair Contracting, LIUNA Health and Safety Fund, and by any future amendments to the foregoing.

Section 10. The Employer designates as his representatives on the boards of such trusts the employer trustee as named in the particular agreements and declarations of trust and their successors and becomes by execution of this collective bargaining agreement a signatory employer party to each trust fund agreement set forth above.

Section 11. Contributions for the accounts of the foregoing trust funds and programs shall be subject to the following conditions:

- (1)Contributions shall be payable monthly within the time and in the manner hereinafter set forth.
- (2)Such contributions shall accrue with respect to all hours worked by each laborer which will include Article 12, Section 2 and show-up time.
- (3)Every contractor shall be required to file a properly executed report of the total hours worked by each employee covered by this agreement for every calendar month, together with the contributions due and owing the funds as reflected by said report.
- (4)Said reports shall be filed on or before the 15th day of the month following the month for which the report is due. Failure to file said report and make payments of the contributions due and owing, as reflected by said report within the time prescribed herein, or the willful filing of a false report shall impose upon the contractor such penalties as are imposed by the particular Trusts.
- (5)It is specifically agreed that acceptance of any delinquent or false report and the contribution as reflected thereby by the particular trust shall not constitute a waiver of any penalty which may be due and owing thereon, as hereinafter set forth.
- (6)In the event of a dispute, each Trust Fund, through properly authorized representatives of said Fund, shall have the right to examine a Contractor's Payroll records, for the purpose of determining if properly executed reports are being filed and correct contributions are being made to said Fund. Representatives authorized to make the aforesaid examination of payroll records will be furnished proper credentials by the Trustees of said Fund.
- (7)Failure of the Contractor to make proper contributions will entitle the Union to resort to all legal and economic remedies, including the right to strike and picket, until such failure to make contributions has been corrected.
- (8)With proper notice, and execution of a written Memorandum amending this Agreement, any additional money for Fringe Benefits and/or programs will be

deducted from amounts otherwise paid as wages. Any such change will become effective on the first work day of the month following such notice. Proper notice shall mean delivery in writing to the Association of any change, at least one (1) week prior to the effective date of the change.

ARTICLE 7

BOND REQUIREMENT

Section 1. Unless waived by mutual consent between the Association and the Union, any employer who has materially defaulted on any monetary obligation arising under this Agreement or any preceding Agreement and which default was not, or is not corrected after written notice to the offending employer, then said offending employer shall be required to obtain and maintain during the term of this Agreement a surety bond in the amount of \$25,000 guaranteeing to employees that payment of wages and fringe benefits accruing to them under the terms of this Agreement.

Section 2. In the event of a failure, default, or refusal of the employer to pay an employee his wages when due, or to pay the fringe benefits accruing under the terms of this Agreement when due to the appropriate Union or Trust as provided herein, then in such event upon written notice to the employer and the bonding company, which notice may be from the employee, the Union, or the Trust as the case may be, may collect payment, costs, and reasonable attorneys fees from the applicable surety bond.

ARTICLE 8

PICKET LINE

Section 1. Employees shall have the right within the limits set by Section 8 (b) (4) of the National Labor Relations Act, as amended, and it shall not be a violation of this contract nor cause for discharge or any other penalty, if an employee or employees covered by this agreement refuse to go through an established union picket line.

ARTICLE 9

HOURS OF WORK

Section 1. Work Day/Work Week. The regular work week will start on Monday and conclude on Friday. Eight (8) consecutive hours, exclusive of one-half hour lunch period between the 3rd and 5th hour after starting time shall constitute a normal work day. A work day may be scheduled between the hours of 6:00 a.m. and 6:30 p.m. at the discretion of the Employer.

Employer, at his discretion, to take advantage of daylight hours, weather conditions, etc., may elect to have the regular work week start on Monday and conclude on Thursday, but such election will be made at the pre-job conference. The normal work hours are between 6:00 a.m. and 6:30 p.m. Ten (10) consecutive hours exclusive of one-half (½) hour lunch period between the 5th and 6th hour after starting time shall constitute a normal work day. Forty (40) hours Monday through Thursday shall constitute a normal work week. Starting time for the work day may be changed to begin anytime between 6:00 a.m. and 8:00 a.m. by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such starting time change will be given thirty-six (36) hours in advance. All Laborers of any Employer on the jobsite shall have the same starting time except when other arrangements are mutually agreed to. If the employee does not receive his one-half hour lunch period as stated, he shall receive one-half hour pay at the time and one-half rate and be allowed a one-half hour lunch on his own time. At no time shall an employee be required to work longer than five (5) hours without a lunch period.

When the regular work week starts on Monday and concludes on Thursday, and the employee, because of inclement weather conditions or conditions beyond the control of the Employer, has worked less than forty (40) hours in that work week, Friday shall be designated as a “make-up” day and the employee shall be paid at the regular rate of pay.

Section 2. Overtime Pay. When the established work week consists of five (5), eight (8) hour work days, then all hours worked over eight (8) hours in any one day and all hours worked over forty (40) hours in any one week shall be paid at the rate of one and one-half (1½) times the regular rate of pay.

When the established work week consists of four (4), ten (10) hour work days, then all hours worked over ten (10) hours in any one day and all hours worked over forty (40) hours in any one week shall be paid at the rate of one and one-half (1½) times the regular rate of pay.

All hours worked before the established starting time and all hours worked after the established quitting time shall be paid at one and one-half (1½) times the regular rate of pay.

All hours worked on Sundays or on Holidays shall be paid at two (2) times the regular rate of pay, except as modified in Section 2 of Article 10.

Section 3. Changes. If the employer desires to change the established starting time and/or the established work week, he shall notify the Union not less than one (1) week prior to the change. Any such change shall be for a duration of at least four (4) work weeks. The change shall take place on Monday, or on the first day of the work week. The employer shall notify all affected employees of the change no later than the last day worked, prior to any change.

Section 4. In the event that unusual or special conditions are present, then the hours of work may be modified by agreement between the employer and the Union Business Manager.

Section 5. If overtime is worked the same day, then the crew shall be selected from those performing the same task that day.

ARTICLE 10

HOLIDAYS

Section 1. Legal Holidays shall be as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

No work shall be done on Labor Day except by a condition of extreme emergency, and then only after consent is given by the Union Business Manager. In the event the contractor cannot

locate the Business Manager after making an honest effort to do so, then the contractor may proceed with such work that is essential. Should any of the aforementioned holidays fall on Sunday, the following Monday will be considered as a Holiday.

Section 2. It is agreed that when it is necessary to maintain barricades on a project for the safety of the public in general on Sundays or Holidays, workmen shall be paid one and one-half (1½) times the straight time rate for work on such safety requirement.

ARTICLE 11

SHIFT WORK

Section 1. There will be no shift work on any job of two (2) days or less, except in extreme emergency involving the loss of life or property. The only exception being tunneling or boring work which can be completed in one (1) day.

Section 2. Where two (2) or more shifts are employed and the Contractor wishes to split the day shift to take advantage of daylight hours on a two shift job, then the first shift shall start at 4:00 A.M. and work until 12:00 noon; the second shift shall start at 12:00 noon and work until 8:00 P.M.; each shift shall have one-half (½) hour period for lunch. If the Contractor wishes to work two shifts without taking advantage of daylight hours, the first and second shift shall correspond with the first and second shifts mentioned in Section 3 in Article 11.

Section 3. When three shifts are used, the first shift shall start at 7:30 A.M. and end at 4:00 P.M.; with one-half (½) hour period allowed for lunch; second shift shall start at 4:00 P.M. and end at 12:00 midnight; with one-half (½) hour period allowed for lunch; third shift shall start at 12:00 midnight and end at 7:30 A.M. with one-half (½) hour period allowed for lunch. Time worked after 12:00 midnight Friday to 12:00 midnight Saturday shall be paid for at the rate of one and one-half (1½) times the regular rate, except as provided in Article 9, Section 4.

Time worked after 12:00 midnight Saturday to 12:00 midnight Sunday, will be paid for at the rate of two (2) times the regular rate. In case of holidays, double-time shall be paid from 12:00 midnight commencing the holiday to 12:00 midnight ending the holiday.

Section 4. Each shift in Section 2 and Section 3 above shall be paid a minimum of eight (8) hours at the appropriate rate of pay. If the employer desires to work shifts other than those described above, he may do so upon consultation with and approval of the Union Business Manager.

ARTICLE 12

REPORTING PAY

Section 1. Employees reporting for work at the request of the Contractor, or employees reporting for work on regular shifts, shall be paid a minimum of two (2) hours straight time for reporting and waiting in the event they do not commence work within this period. When job conditions beyond the control of the Contractor preclude the need of an employee's service on a given day, the foregoing will not apply if the Contractor has notified, or attempted to notify the employee at a telephone number (to be provided to the Contractor by the employee) prior to the time (not to exceed 1½ hours) the employee is normally required to leave his residence for work. Before an employee who does not have a telephone to receive such notification can qualify for reporting pay because of weather conditions, he shall have called the Contractor or his representative, at a project telephone (or another telephone provided for this purpose) and received assurance there would be work on the day in question.

Section 2. If an employee commences work during the regular work week, he shall receive not less than four (4) hours' pay, and if he works more than four (4) hours he shall receive not less than eight (8) hours' pay. However, if work is commenced and can not continue due to inclement weather, equipment breakdown, or to any other condition beyond the control of the employer, the employee shall only receive pay for the actual hours worked, but in no event shall an employee receive less than two (2) hours' pay for any day in which he commences work.

Section 3. Special arrangements for show-up time which are agreeable to all employees may be made by the Contractor for a particular job or jobs.

ARTICLE 13

FOREMAN

Section 1. When there are seven (7) or more laborers employed on a project, one (1) shall be a laborer foreman who shall receive one dollar (\$1.00) per hour above the highest wage classification of those laborers employed on the project or a salary agreed to between the laborer foreman and the Contractor. The Contractor shall have the right to determine who will be the laborer foreman, however, the laborer foreman designated by the Contractor shall be part of the bargaining unit.

ARTICLE 14

STEWARDS

Section 1. The Business Manager may appoint a Steward on all projects or portions of projects, whose duty it will be to see that this agreement is strictly adhered to, and that all work coming under the jurisdiction of the Union is performed by employees covered in this agreement.

Section 2. The steward shall work the same duration of time as any other employee providing said steward can qualify for any work being done, and should said steward qualify for said work, he shall be the last man to be laid off. The steward shall not be discharged for lawful union activities or laid off for lawful union activities.

Section 3. No steward shall be discharged without the Contractor conferring with the Business Manager of the Union and a mutual understanding arrived at.

Section 4. It shall be the duty of the Steward to report to the Union any accident to any of the men which may occur on the job where employed.

Any employee injured on a job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue work, but requires

subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid

for the time lost from his scheduled work in making such visits.

Section 5. When a job is temporarily shut down due to weather, material shortages or similar cause, and employees are laid off, the steward shall be the first employee recalled to work when the work resumes, if qualified.

Section 6. The steward shall not have the authority to call a work stoppage on a project.

ARTICLE 15

BUSINESS MANAGER

Section 1. It is agreed that the Business Manager of the Local Union or his Field Representative(s) will have the unrestricted right to visit all jobs where his men are employed, or may be employed.

ARTICLE 16

SUB-CONTRACTORS

Section 1. The Employer shall not contract any work covered by the Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure or other work to any person, firm or company who does not have an existing labor agreement with the Union covering such work except in situations described in the Sections below.

Section 2. When required by Federal or State regulations, due to other conditions or when the Employer is unable to find qualified competitive union MBE-WBE sub-contractors to satisfy MBE-WBE requirements and goals, this Article may be modified to use non-signatory contractors to meet such requirements upon agreement between the Union Business Manager and the Employer.

Section 3. When the Employer receives bids from non-signatory sub-contractors that are 5% or more lower than the signatory sub-contractors for the same scope of work, the Employer may utilize a non-signatory sub-contractor provided the value of the work is less than 5% of the total general contract value. The Employer and the Union shall review the prices submitted before signing the non-signatory sub-contractor.

ARTICLE 17

JURISDICTION

Section 1. It is understood and agreed that this agreement covers all labor work in construction of such projects as covered in this agreement.

Section 2. It is agreed that unloading of all materials, including carrying of all steel in concrete paving, is the work of the laborer.

It is also agreed that the placing, tying of all steel, including center strips, reinforcing rods, wire fabrics, and expansion joints in concrete paving and placing wire mesh in slope walls, is the work of the laborer.

Section 3. Driving stakes for, and setting of all string line for all electronic devices for maintaining of elevations on subgrade, subbase, concrete and asphalt pavements, which includes C.M.I., Rex and Barber-Greene pavers, formless curb machines and similar machines and checking the grades behind said machines shall be the work of the laborer.

Section 4. The laborer shall load and unload all concrete buckets/trucks. The laborer shall tend carpenters and finishers.

Section 5. The Union shall not concede any portion of the work herein mentioned to any organization or craft without first securing written consent of the Association. No Contractor shall concede any portion of the work herein mentioned on this particular job without getting written consent of the Union and also the Association.

Section 6. All hand spraying of any type will come under the work of the Laborers' jurisdiction.

Section 7. Concrete Specialists shall perform all work assigned to them relating to but not limited to pouring, striking off and finishing of all concrete surfaces.

Section 8. Any Laborer (Hazardous Waste Worker) doing clean-up work which has been designated hazardous by the State or Federal Government as part of the super fund clean-up or requiring Class A, B, or C protective equipment as defined in C.F.R. 1910-120, will receive classification 2 - Wage Rates and Fringe Benefits.

Section 9. ALL DRILLING EQUIPMENT for blasting shall be the work of the Laborers.

Section 10. AIR COMPRESSORS less than 400 cfm operation, fueling, transportation and maintenance shall be the work of the Laborers. The superintendent will be able to perform these duties up to one (1) hour per day.

Section 11. ALL CONVEYOR SYSTEMS loading and unloading shall be the work of the Laborers.

Section 12. HEATERS setup, take down, fueling and maintaining shall be the work of the Laborers, which shall also include all forced propane heaters. The superintendent will be able to perform these duties up to one (1) hour per day.

Section 13. PUMPS four inches and under shall be the work of the Laborers, which includes the setup, take down, fueling and maintenance. The superintendent will be able to perform these duties up to one (1) hour per day.

Section 14. DEWATERING (well point system) to be unloaded and laid down by Laborers. Headers, jet points and swing joints installation may be done by Laborers and Operating Engineers.

Section 15. WATERBLASTING shall be the work of the Laborers.

Section 16. STEAM CLEANING MACHINE for cleaning surfaces and buildings shall be the work of the Laborers.

Section 17. CONCRETE/GROUT PUMPS less than 4" shall be the work of the Laborers.

Section 18. GUNITE MACHINE shall be the work of the Laborers. .

Section 19. SMALL POWER EQUIPMENT generators for the purpose of supplying power to small hand held equipment, which would include the setup, take down, fueling, and maintaining, shall be the work of the Laborers. The superintendent will be able to perform these duties up to one (1) hour per day.

Section 20. CONCRETE SAWS shall be the work of the Laborers.

Section 21. ROLLER COMPACTORS hand held or walk behind shall be the work of the Laborers.

Section 22. TRENCHING MACHINES (DITCHWITCH) walk behind shall be the work of the Laborers.

Section 23. HAZARDOUS WASTE CLEANUP work traditionally performed by Laborers, excluding heavy equipment, shall be the work of the Laborers.

Section 24. ASBESTOS ABATEMENT work traditionally performed by Laborers, excluding heavy equipment, shall be the work of the Laborers.

Section 25. PILOT CARS shall be the work of the Laborers.

Section 26. FLAGMEN (FLAGGERS, FLAGPERSONS) the loading, unloading, placement, transporting and removal of all traffic control devices to include cones, barrels, barricades, electric sign boards and barriers (whether of wood, composite or concrete), the maintenance and replacement of these items, and the maintenance and replacement of all bulbs, batteries or equipment used to power these devices shall be the work of the Laborers.....

Section 27. RETAINING WALLS, CULVERT WALLS, SLOPE WALLS, AND WING WALLS that are constructed of brick, block, or precast materials shall be the work of the Laborers, which includes, but is not limited to, the unloading, distribution and installation.

Section 28. Core Drills and Diamond Drills shall be the work of the Laborers.

Section 29. Employees covered by this Agreement shall be assigned all work as defined by area practice.

In the event a conflict with area practice occurs then agreements on area practice in the geographical area covered by this Agreement or as established at the pre-job conference shall prevail.

ARTICLE 18

EQUIPMENT

Section 1. The Contractor shall furnish when necessary, all tools, overshoes, boots, rainpants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all

composition mixes and other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over.

Section 2. It is further agreed that the Contractor shall furnish, when practical, a suitable place properly heated for employees to change their clothes, a place that is not used for any other purpose.

ARTICLE 19

PAY DAY

Section 1. The Contractor shall pay employees once every week. It is agreed by both parties that the pay day shall be Friday, and the men shall be paid on or before the regular quitting time. In the event of bad weather, the Employer shall have the pay checks ready by 10:00 A.M. on pay day. Pay shall be in cash or by check and the pay day shall be within five (5) days from the end of the fiscal week. If men have to wait for their checks after quitting time, they shall receive the current overtime rates for all time that they are required to wait.

Section 2. Should an employee covered by this Agreement be laid off, he shall be paid all wages due at the regular quitting time, or within twenty-four (24) hours after the regular quitting time, or mailed his check, postmarked within twenty-four (24) hours after quitting time. If not paid or postmarked within said twenty-four (24) hours, the employer shall pay a penalty of eight (8) hours of pay to such employee at the regular rate of pay for each succeeding twenty-four (24) hours of delay. It is understood that said twenty-four (24) hour periods shall not include Sundays or Holidays. The employer must have maintained an office in Local 309's jurisdiction for the past 3 year period for Section 2 to be applicable. If Section 2 is not applicable, any laborer laid off shall be paid all wages due at the time of lay-off.

Section 3. Should an employee covered by this Agreement be discharged, he shall be paid in full immediately or shall be paid the current wage rate for such time as he is required to wait for his pay. In the event the pay office is not more than ten (10) miles from the point of discharge

the employer may request the employee to pick up his final pay so long as the employee is being paid his regular pay rate for traveling to said office.

Section 4. The Contractor shall have the right to make such deductions from the employee's salary as required by State and Federal Laws, in the form of Social Security (FICA) and Withholding Taxes.

Section 5. The Contractor must show all hours worked on the employee's check stubs.

Section 6. If the regular pay day falls on a holiday, then the pay day shall be the day prior to the said holiday.

Section 7. Should an employee elect to participate in an electronic Check Direct Deposit Program, Sections 2 and 3 of Article 19 will not apply. The participating employee, when either laid off or discharged, will be furnished with a check for the current pay period in accordance with Sections 2 and 3. The check for the previous pay period will be direct deposited into the employee's account on Friday following the lay-off or discharge.

ARTICLE 20

UNEMPLOYMENT AND WORKERS' COMPENSATION INSURANCE

Section 1. The Contractor shall comply with all Federal and State Laws governing employment and shall carry Public Liability and Workers' Compensation Insurance and pay O.A.S.I. and Unemployment Compensation.

Section 2. Employers who are not automatically covered shall elect voluntarily to come under the provisions of the Unemployment Compensation Acts and contribute to the fund and also prove that payments have been paid. Failure to comply with the above requirement shall constitute a violation of this agreement, and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such pay has been corrected.

ARTICLE 21
LEGAL CONFORMITY

Section 1. It is the intent of both parties to this Agreement to comply fully with all applicable State and Federal laws and with all applicable Presidential Executive Orders. If it is found by a court of competent jurisdiction that any section(s) of this Agreement is(are) in violation thereof, then such section(s) shall be void. However, all other sections and articles of this Agreement shall remain in full force and effect. Both parties agree to meet and renegotiate such section(s) to conform to the law or Presidential Executive Order, and any deadlock in such negotiations may be submitted to arbitration.

ARTICLE 22
WATER ON PROJECTS

Section 1. It is agreed that the Contractor will furnish water under sanitary conditions on all projects and that when the weather becomes warm, they will furnish ice water. Paper cups shall be furnished on all projects. The water shall be available on the job site within one hour of starting time.

ARTICLE 23
CHECK-OFF

Section 1. The employer shall upon receipt of a proper assignment executed by an employee, deduct the authorized membership working dues and Laborers' Local #309 Political Action Committee monies from the wages of each employee and forward such monies to the Fund office.

Section 2. The membership's working dues shall be four per cent (4%) of gross wages paid to the employees for work under Laborers' International Union of North America, Local #309 jurisdiction.

Section 3. The Laborers' Local #309 Political Action Committee contribution is ten cents (\$.10) per hour deducted from pay received by employees for work under Laborers' International Union of North America, Local #309 jurisdiction.

Section 4. The said money shall be in the Laborers' Local 309 Clearing Account, 2835 7th Avenue, Rock Island, Illinois 61201, by the 15th of the month following, covering hours worked the previous month. Said failure to make the required payments by the Contractor at the time specified shall be deemed a gross breach of this agreement by the Contractor, and the Union shall be free to take any economic action, including refusal of employees to work and picketing, to obtain Contractor compliance with this agreement, notwithstanding any other provisions of this agreement.

ARTICLE 24

RELEASE FROM DOCTOR

Section 1. Laborers injured during the course of employment shall be put back to work when released by the attending physician, if work is available, and he is qualified for the available work.

ARTICLE 25

SAFETY

Section 1. All work of the employer shall be performed under mutually provided safety conditions which must conform to State and Federal regulations. It shall also be a requirement

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

Section 2. Because personal communication devices create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

ARTICLE 26

PENALTY FOR FAILURE TO PAY WAGES OR FRINGE BENEFITS

Section 1. If any contractor fails to pay wages, fringe benefits or programs, as established within this agreement, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

Section 2. Failure to pay wages, fringe benefits and/or programs as provided above is not meant to include disputes between the employee and the Contractor as to total hours worked or rates paid during any pay period.

ARTICLE 27

PRE-JOB CONFERENCE

Section 1. A pre-job conference shall be held at least forty-eight (48) hours prior to the starting of a job, if requested by the Union. Should an employer refuse to attend a scheduled pre-job conference, said employer will automatically forfeit his right to the grievance and arbitration procedures as outlined in the Agreement.

ARTICLE 28
OVERTIME HOURS

Section 1. Any overtime shall be paid on fifteen (15) minute increments.

ARTICLE 29
SUPERINTENDENT AUTHORITY WITH FOREMAN

Section 1. When there is a Laborer Foreman on the job, the Contractor shall maintain communication with said foreman regarding the deployment of laborers on the job.

ARTICLE 30
NATIONAL TUNNEL AGREEMENT

Section 1. All work coming under the Tunnel Agreement of the International Union will be done in accordance with the National Tunnel Agreement.

ARTICLE 31
JOB CLASSIFICATIONS AND WAGE RATES

Section 1. CLASSIFICATION I. EFFECTIVE 01/01/03

\$21.41

Rod or Chain Man, Flagman, Dumpman, Spotter, Broom Man, Landscaper, Planting and removal of trees, Fencing Laborers, Dispatcher, Ticket writer, Scaleman, Cleaning of forms or lumber (in bone yard), Laying of sod, moving and/or maintenance of flares and barricades. Operation of all hand, electric, air, hydraulic or mechanically powered tools under the

jurisdiction of the Laborers' including jackhammers, tampers, air spades, augers, concrete saws, chain saws, utility saws, rock drills, vibrators, mortar mixer, power and hand saw (when clearing timber) General Labor (not elsewhere covered), Craft-tender, Material checker, Material handler, form handler, Concrete Dumper, Puddler, Form Setter Helper, Explosives Handler, Dynamite Helper, Center strip handler and installer, Reinforcing in concrete, Wire Mesh Handler and installer, Prime mover or any mechanical device taking the place of concrete buggy or wheelbarrow, Sandpoint setter, Asphalt Kettleman. Sheeting Hammer Drivers, Laying and jointing of telephone conduit, Gas Distribution Men, Pipe setter on laterals, Drain tiles, Culvert Pipe, and Storm Sewer Catch Basin Leads, Catch Basins, Manholes, Batch dumpers, Tank cleaners, Cofferdam workers, Bankman on Floating Plant, Jointman with pipelayers. Back-up man (Corker, Joint Maker) with Pipe Setter on Sewer and Water Mains, Batterboard man or Laser Operator on Sewer and Water Main, Labor in ditch, or tunnel, on sewer or water mains and Telephone Conduit. Cutters, Burners, Torchman, Gravel Box Man, Asphalt Plant Laborers, Concrete Plant Laborer, Deck Hand, Air Compressors, Conveyors, Small Welders and Generators, Heaters, Pumps (Concrete and Grout less than 4"), Dewatering, Waterblasting, Steam Cleaning, Small Power Equipment, Roller Compactors, Trenching Machines (Ditchwitch), Drilling Equipment, Pilot Car, unloading of steel and rebar, Laser Beam Operator, Wrecking Laborers.

CLASSIFICATION II. EFFECTIVE: 01/01/03

\$21.91

Asphalt raker or luteman, Head Form Setter, Head Dynamite Man (powderman) head string or wireline man (on paving), Pipe Setter on Sewer or Water Main, Gunite Nozzle Man, Gunite Machine, Asphalt or Concrete Curb Machine Operator, Head Grade Man, Head Tunnel Miner, Concrete Burning Machine Operator, Coring Machine Operator, Welder, Hazardous Waste Worker, Asbestos Abatement Worker.

CLASSIFICATION III. EFFECTIVE: 01/01/03

\$22.54

Concrete Specialists:

Shall perform all work assigned to them relating to but not limited to pouring, striking off and finishing all concrete surfaces.

WAGES FOR CLASSIFICATIONS OR WORK NOT HEREIN SPECIFIED SHALL BE DETERMINED BY BOTH PARTIES TO THIS AGREEMENT.

Section 2. If in changing classifications, the rate of pay for one classification is higher than the other, the employee shall be paid the higher rate of pay for that day.

Section 3. It is agreed that multi-card employment is permissible under the terms of the Agreement, and it is expressly agreed that the employer will pay fringe benefits to only one craft, to be selected by the employee. Selection by the employee of the craft to which fringe benefits are to be paid shall be in writing.

ARTICLE 32

APPRENTICESHIP WAGE RATES

Apprentice Ratios:

One (1) Journeyworker to one (1) Apprentice on a two (2) worker job.

One (1) Apprentice to first five (5) Journeyworkers.

Two (2) Apprentices to ten (10) Journeyworkers

Three (3) Apprentices to fifteen (15) Journeyworkers.

Four (4) Apprentices to twenty-five (25) Journeyworkers.

Five (5) Apprentices to thirty-five (35) Journeyworkers.

Six (6) Apprentices to each twenty (20) Journeyworkers thereafter.

Apprentice Wage Progression:

First Year - 75%

Second Year - 85%

Third Year - 95%

Fourth Year .. - Journeyworker (2400 hours of on-the-job training)

ARTICLE 33
JURISDICTIONAL DISPUTES

Section 1. The individual employer agrees to make job assignments in accordance with local area practice. In the event that a jurisdictional dispute arises then the following procedure will be followed to resolve the dispute:

Step 1. The employer shall meet with the disputing craft representatives within forty-eight (48) hours and attempt to resolve the dispute in accordance with decisions or agreements of record, or local area practice.

Step 2. If no agreement is reached by the Union Business Manager, the Business manager of the Great Plains Laborers' District Council shall be notified and an attempt will be made to resolve the dispute in accordance with decisions or agreements of record, or local area practice.

Step 3. If no agreement is reached by the Business Manager of the District Council then the Laborers' International Union of North America shall be notified requesting representatives to attempt to resolve the dispute in accordance with decisions or agreements of record, or local area practice.

The employer will make the job assignment decision in writing, signed by the employer, and with copies retained by the parties involved. Assignments of work shall only be made by the individual employer and not by any of his foremen or superintendent(s). Under this procedure there will be no work stoppages, strikes or lockouts over jurisdictional disputes.

ARTICLE 34
MARKET RECOVERY

Section 1. It is agreed between both parties to this Agreement that in an effort to make the contractors signatory to this Agreement more competitive, and to provide additional work for the unemployed members of Local #309, certain extraordinary efforts are required.

Section 2. It is agreed that the Union Business Manager by mutual agreement with the Association, may modify the wages, terms, and/or conditions of this Agreement in order to achieve the goals stated in Section 1. of this article.

Section 3. The Unions and the Association together shall create a Competition Committee. The Competition Committee shall include the Operating Engineers Local #150, District 8, Cement Masons Local #18, Laborers' Local #309 and Teamsters Local #371. This Committee shall consist of an equal number of members representing the Employer and Union with no less than three (3) persons from each group. The Unions and/or Association may appoint alternate members. The purpose of the Competition Committee is to monitor the unfair competition in the Industry. The Committee shall take those steps necessary to keep parties to the Agreement competitive in the market area covered by the geographic boundary of the Agreement. The Local Union Business Manager or authorized representative, shall have the authority to made contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only. Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Upon such a request the Local Union may, as appropriate, grant concessions and modifications necessary to assure continued work opportunities for their Employers. No wage concessions shall be granted on projects on which any law or agreement requires that a prevailing rate be paid.

Section 4. IF NON-PREVALING WAGE WORK OF \$150,000.00 OR LESS: No show-up time pay, pay for actual hours worked, four (4) ten (10) hour days with a Friday make up and a flexible starting time from 6:00 a.m. to 8:00 a.m.

ARTICLE 35

DRUG AND ALCOHOL POLICY

Section 1. Possession, sale, or use of alcohol or nonprescription drugs on the Employer's property, site of construction, or during working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or nonprescription drugs shall be subject to termination. "Nonprescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a currently valid prescription endorsed by a qualified physician for use by named employee in question.

Section 2. The parties agree that during the term of this contract, the Employer shall not conduct random drug tests among Employees covered by this Agreement, but shall confine such drug or alcohol testing to instances where there is reasonable cause. Reasonable cause shall include, but is not limited to, for example, visible impairment, possession, involvement in an accident, injury or unsafe act on the job site.

Section 3. Employees taking prescription medication which according to their physician have physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 4. Terminations under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of the contract to the same extent and in the same manner as all other grievances as defined herein.

Section 5. The Union shall be notified when any of its members are requested to take a drug and/or alcohol test. The Union may request Supervision to submit to a drug and/or alcohol test under the provisions of this article.

ARTICLE 36

ASSIGNMENT OF WORK

Section 1. Laborers shall perform all work assigned to them by their employer.

ARTICLE 37

SNOW REMOVAL

Snow Removal Work: Work is to be performed on straight-time basis for the first eight (8) hours worked per day Monday through Saturday (regardless of start time). All overtime over eight (8) hours per day, on Sundays or Holidays or over forty (40) hours per week to be at time and one-half (1½).

ARTICLE 38

DURATION AND TERMINATION

Section 1. This Agreement shall be in force and effect from January 1, 2003, through December 31, 2007, and shall renew from year to year, unless either party serves written notice upon the other of intent to modify or terminate the Agreement not less than sixty (60) days prior to any expiration date. Upon notice of termination or modification the parties shall promptly commence negotiations for the purpose of reaching a new or modified Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this

_____ day of _____.

ADDENDUM I
WAGES, FRINGE CONTRIBUTIONS AND DEDUCTIONS
EFFECTIVE: JANUARY 1, 2003

The wages, fringe contributions, and deductions for **HEAVY, HIGHWAY & UTILITY CONSTRUCTION** shall be as described below:

- \$1.00 per hour increase 01/01/04
- \$1.00 per hour increase 01/01/05
- \$1.00 per hour increase 01/01/06
- \$1.00 per hour increase 01/01/07

LOCAL UNION NO. 309

COUNTIES: Rock Island & Mercer in Illinois and Scott County, Iowa

<u>CLASSIFICATION I</u>	<u>\$21.41</u>
<u>CLASSIFICATION II</u>	<u>\$21.91... ..</u>
<u>CLASSIFICATION III</u>	<u>\$22.54</u>

FRINGE CONTRIBUTIONS (1)

PENSION FUND	. \$ 2.75
WELFARE FUND	\$ 3.70
TRAINING (3)	\$.40
ANNUITY FUND	\$ 1.00
NCILDC-LECET	\$.67
TOTAL FRINGES	\$ 8.52

TOTAL PACKAGE:

CLASSIFICATION I	\$29.93
CLASSIFICATION II	\$30.43
CLASSIFICATION III	\$31.06

DEDUCTIONS

PAC FUND \$.10
DUES CHECK-OFF (2) 4% (\$.05 to MROC)
VACATION FUND (4) \$.90

- 1) All payments for fringe contributions and deductions to be sent to Laborers' Local 309 Clearing Account, 2835 - 7th Ave., Rock Island, Illinois 61201, except for Welfare Fund contributions, please send to 2837 - 7th Avenue, Rock Island, Illinois 61201.
- 2) Dues Check-Off calculated as a percentage of gross pay.
- 3) Employers that perform work in the Hazardous Waste and Asbestos Industries shall pay a training program contribution of \$.50 per hour instead of \$.40 per hour as referred to above.
- 4) Vacation Fund to be deducted from net wages.

Representing:

THE ASSOCIATED CONTRACTORS OF QUAD-CITIES

BY: Its Collective Bargaining Committee:

Jim Hayne, ChairmanDate

Greg Haas, MemberDate

Matt Thompson, MemberDate

Representing:

LOCAL UNION NO. 309, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

BY: Its Collective Bargaining Committee:

Local Union No. 309Date

Local Union No. 309Date

John Penn, Business Manager Date
Great Plains Laborers' District Council

The undersigned Employer hereby becomes a signatory Employer to this Agreement between the Associated Contractors of the Quad-Cities and the Laborers' International Union of North America, Local Union No. 309, AFL-CIO.

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

BY _____

TITLE _____

DATE _____

**SIDE LETTER TO THE
 ARTICLES OF AGREEMENT
 between
 THE ASSOCIATED CONTRACTORS
 OF THE QUAD-CITIES
 and
 LOCAL UNION NO. 309
 LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

The Union and the Association mutually agree that the current language in the Articles of Agreement, Article 35, Drug and Alcohol Policy, will remain in full force and effect until June 1, 2003. At which time new language will be incorporated.

THE ASSOCIATED CONTRACTORS OF QUAD-CITIES

_____ Date
 Jim Hayne, Chairman

LOCAL UNION NO. 309, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

_____ Date
 Local Union No. 309

_____ Date
 John Penn, Business Manager
 Great Plains Laborers' District Council