

ARTICLES OF AGREEMENT

Covering

BUILDING CONSTRUCTION

Within the Jurisdiction of

LOCAL UNION NO. 165

Effective

MAY 1, 2006 THROUGH APRIL 30, 2010

INDEX
FOR
BUILDING CONSTRUCTION AGREEMENT
PEORIA COUNTY AND OLD CITY LIMITS OF EAST PEORIA
IN
TAZEWELL COUNTY, ILLINOIS
MAY 1, 2006 THROUGH APRIL 30, 2010

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PREAMBLE

Section 1. This Agreement made and entered into this First day of May, 2006 with the Employers who have agreed to be bound to this Agreement either through the GREATER PEORIA CONTRACTORS AND SUPPLIERS ASSOCIATION, INC., an Illinois Not-for-Profit Corporation (hereinafter referred to as the "Association") or as individuals and LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL #165 (hereinafter referred to as the "Union").

Section 2. It is expressly understood and agreed that this Agreement shall constitute an individual agreement between each Employer who engages in work covered by this Agreement and the Union. Any Contractor for whom the Association holds bargaining rights and who engages in work covered by this Agreement shall automatically be fully covered by the terms and conditions of this Agreement as of the date of membership in the Association.

Section 3. There shall be no strike, picketing or other interruptions of work by the Union or any employees at any job site or other place of business of a member of the Association, unless otherwise provided for elsewhere in this Agreement.

ARTICLE 1 TERRITORIAL JURISDICTION

This Agreement covers building construction work done within Peoria County and the old city limits of East Peoria (Tazewell County), Illinois.

ARTICLE 2 UNION RECOGNITION

The Employer recognizes the Union as the representative and bargaining agent for all employees of member employers of the Association performing work properly coming under the jurisdiction of the Laborers' International Union of North America as defined in its trade autonomy and under any agreement made by and between the Union and any other International Unions recognizes the Greater Peoria Contractors and Suppliers Association as the exclusive bargaining agent of those members of the Greater Peoria Contractors and Suppliers Association, who have assigned their bargaining rights to the Association. All parties bound to this collective bargaining agreement hereby stipulate and agree that the legal basis for recognition of the Union and the negotiation and execution of this Agreement is the Union's majority status under Section 9(a) of the Labor Management Reporting and Disclosure Act of 1959.

ARTICLE 3 UNION SECURITY

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.

The Employer recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and other working conditions for all laborers and (laborer) watchmen covered by this Agreement.

The Union, having demonstrated its majority support of the Employer, the Employer hereby recognizes the Union as the exclusive collective bargaining representative for all employees in the Bargaining Unit for all purposes.

ARTICLE 4 WORKING JURISDICTION AND CONDITIONS OF EMPLOYMENT

Section 1. Working Jurisdiction - This Agreement covers the work of the Laborers International Union of North America Local No. 165 and includes but is not limited to the following:

- a) It is recognized that the Union claims jurisdiction on the initial cleaning of windows on new building construction at the Basic Labor Rate that prevails in this Agreement.
- b) The handling and maintaining of warning lights, flares and flasher flares shall be the work of the Laborers at the Basic Labor Rate.
- c) The curing of all concrete by any method shall be the work of the Laborers unless the curing is done at the same time as finishing said concrete. When self-propelled machines are used for curing concrete, Laborers will fill machines, mix curing compounds and deliver curing compounds to machines.
- d) It is the work of the Laborer to load and unload ice, distribute, fill, clean and maintain all water containers where used.
- e) On large commercial and industrial projects where the Contractor locates a truck or trucks with drivers for on job site hauling, all loading and unloading of materials for the trades laborers tend will be done by Laborers.
- f) On large commercial and industrial projects when Contractor is responsible for construction staking, Laborers will drive stakes.
- g) It is agreed and understood that the covering of concrete by any means shall be the work of the Laborer.
- h) Paving breaker (jackhammer) work shall be done by Laborers.
- i) The unloading, erecting and dismantling of scaffolding and the unloading, handling and stockpiling of lathing materials used by lathers is the work of the Laborers, where such work does not conflict with International agreements of records, area practice and where economically justifiable.
- j) It is the work of the Laborer to sweep and clean and empty all trashcans in all offices, trailers and sheds of the project.

- k) During the wrecking and gutting of buildings, Laborers will be engaged in the demolition process except when materials are being reused.
- l) Unloading of metal studs to stockpile and distribution shall be the work of the Laborers.

Section 2. Conditions of Employment

- a) Day and night watchmen will receive straight time rate for Saturdays, Sundays and Holidays. Any time work is performed over forty (40) hours in one week it will be paid at the rate of time and one-half (1½). If watchman is doing any work that comes under any other classification in this Agreement, he shall be governed by the working rules and wage rates of this Agreement.
- b) In the event of tool checking system where Laborers check tools, a Laborer shall be employed as a tool crib man at the Basic Labor Rate. If the Laborer is not required full time, he can be assigned to other work.
- c) There shall be no scoop shovels used except on sawdust, cinders or snow.
- d) Assignments of work shall be made by the Employer in accordance with decisions of record, Trade agreements or practices in the locality.
- e) There shall be a minimum of one (1) Laborer employed as a Carpenter Tender assigned for every three (3) but not more than four (4) Carpenters on all work and projects where Carpenters are erecting forms for footings, pile caps, foundation walls, building columns, beams (side and bottom) floors and rough slabs. On all work and projects where rough or dimensional lumber (such as 2 x 4's) are used for studding, floor joints, roof rafters, sheathing and shingles, there shall be one (1) Laborer assigned to every three (3) but not more than four (4) Carpenters employed.

Laborers shall be employed as Carpenters Tenders whenever Tender's work is performed. See Item "h" below for further clarification of Tender's work.

- f) There shall be a minimum of one (1) Laborer employed as a brick mason tender assigned for every two (2) bricklayers on every project - except as covered under Item "h" below.
- g) There shall be a minimum of one (1) Laborer employed as a plaster tender assigned for every two (2) Plasterers on each project where brown coating is being done - except as covered under Item "h" below.
- h) Each type of Tender listed above shall perform those duties normally performed by such tender classification. The correct ratio of tenders to craftsmen must be maintained, however, each tender need not be assigned to the craft group generally. It is understood that Items e, f & g above are not intended to limit the tender in performing other work coming under the jurisdiction of this Agreement providing said work is not so remote as to prevent the normal tending operation This is not, however, intended to allow other trades

to perform tenders work nor continue their practice longer than eight (8) hours without referring to Item "i".

- i) When work is outlined in Items c, f and g, do not require the ratio prescribed, then the manning, requirements may be modified only by a mutual agreement between the Contractor and the Business Manager.
- j) It is agreed and understood that the following items may not require the ratios as set forth in e, f and g above to accomplish the work, but in no event shall the ratio be less than those specified, unless by mutual agreement between the Contractor and the Business Manager to lower said ratio. They are as follows: cleaning face brick, cleaning glazed tile, laying glazed tile, setting stone facing panels, brick laid in other than a running bond; plaster pump; white coat; and other labor saving devices. Manning requirements for the above listed items will be established within said limits by the Contractor, provided, however, that in no event shall the work normally performed by the tenders listed above be done by anyone other than said tender.
- k) If at any time the work as outlined above ceases, then the Employer shall have the right to reassign the Laborers to other classifications of work.
- l) No Laborer shall be required to work in a ditch five (5) foot deep or over unless there is a Laborer outside of the ditch on top for safety purposes.
- m) There will be a minimum of one (1) Laborer required to tend saw men, cleanup and get lumber.
- n) There will be an overhead shelter furnished for the mixer machine Laborer at all times during inclement weather.
- o) Rubber boots will be furnished by the Contractor on all projects when Laborers are working in water or sloppy concrete.
- p) Rain coats will be furnished when Laborers are working in the rain.
- q) It is further agreed that the Contractor shall furnish a suitable place properly heated when necessary for Employees to change their clothes.
- r) The Employer shall furnish suitable drinking water for the men employed, and the water shall be on the job site at a reasonable time after 8:00 a.m.
- s) Where over four (4) hours continuous paving breaker (jackhammer) work is done, two men per paving breaker (jackhammer) will alternate between using paving breaker (jackhammer) and performing other work required by the task.
- t) Employer issued equipment shall be maintained by the employee so as to insure continual proper function.

- u) Employer shall provide protective clothing such as tyvek when working with concrete or mortar coloring or additives.

ARTICLE 5 JURISDICTIONAL DISPUTES

Section 1. The term "jurisdictional dispute" shall be defined as 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, regardless of that Contractor's contractual relationship to any other employer, contractor, organization, and /or labor organization, working on the site or representing a class or craft of employees affected by said assignment of work. In the event of a jurisdictional dispute the following procedures shall be followed to resolve the dispute:

- a) The Employer agrees to meet with the disputing Union Representatives within forty-eight (48) hours and attempt to resolve the dispute in accordance with decisions or agreements of record or past and present practices in the locality.
- b) Decisions for every job site jurisdictional dispute when agreed upon at a local level will be recorded in writing, signed by the Employer and retained by the parties concerned.
- c) Under this procedure there will be no strikes or lockouts over jurisdictional disputes.
- d) In the event all parties are part of **The Plan for the Settlement of Jurisdictional Disputes In the Construction Industry** then the **Plan** procedure shall be followed for settling jurisdictional disputes.
- e) In the event that one, or more, of the disputing Unions are not part of **The Plan for the Settlement of Jurisdictional Dispute In the Construction Industry**, then; the dispute shall be referred to final and binding arbitration under Article 28, Sections 3 through 5 of this agreement or other final and binding arbitration procedure acceptable to all parties involved in the dispute.
- f) This procedure, including arbitration if necessary, shall be the final resolution of all jurisdictional disputes under this agreement.

ARTICLE 6 REFERRAL CLAUSE

Section 1. Legal Authorization - The Employer is exclusively engaged in the Building and Construction Industry and the parties have elected to come under the provisions of Section 8(f) Part 3 of the National Labor Relations Act, as amended, which permits the parties to make an agreement requiring the Employer to:

- a) Notify the Union of opportunities for employment, and
- b) Give the Union an opportunity to refer qualified applicants for employment, and