

ARTICLES OF AGREEMENT

Covering

BUILDING CONSTRUCTION

Within the Jurisdiction of

LOCAL UNION NO. 165

Effective

MAY 1, 2024 THROUGH APRIL 30, 2029

INDEX
FOR
BUILDING CONSTRUCTION AGREEMENT
PEORIA COUNTY AND OLD CITY LIMITS OF EAST PEORIA
IN
TAZEWELL COUNTY, ILLINOIS
MAY 1, 2024 THROUGH APRIL 30, 2029

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PREAMBLE

Section 1. This Agreement made and entered into this First Day of May, 2024 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 the 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.
- m) Grade checking by any means, including but not limited to laser and GPS.

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 e, 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 four (4) 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
- c) The Employers shall notify the Union office in order to secure qualified applicants.

Section 2. Procedure - In the application and administrations of Section 2 of this Article, the following shall govern:

- a) The Employer shall advise the Union of all available openings and job requirements prior to the Employer's filling such job.
- b) The Employer shall not circumvent the Union by hiring directly except as expressly provided elsewhere in this Article.
- c) The Employer shall have the sole and exclusive right of accepting or rejecting Laborers, for just cause. If any applicants are rejected by the Employer, the Employer shall immediately contact the Union office for additional referrals.
- d) After the expiration of forty-eight (48) hours, the Employer may proceed to fill vacancies. The Employer agrees to notify the Union within twenty-four (24) hours of all employees hired directly, after exhausting the forty-eight (48) hour waiting period.
- e) The Union shall make referral from Groups as set forth in this Article and advise the Employer, upon inquiry of qualified applicants.
- f) If the Contractor does not conform to this referral clause, the Union, upon twenty-four (24) hours-notice, has the right to strike that Contractor.

Section 3. Limitations

- a) The Employer reserves the right to recall any former employee covered by this agreement who has previously been employed by the Employer. Employees recalled shall be responsible for notifying the Union of their re-employment within 24 hours of such re-employment.
- b) An Employer may trade or loan an Employee to any other Employer signatory to this Agreement.
- c) The Employer may request by name from the referral lists of Group A, B and C any employee who has been laid off or terminated by the Employer within said territorial jurisdiction and who is available for work without being required to come under the provisions of Sections 2 and 3 as stated in this Article.
- d) The Employer may notify the Union in written form of applicants on the referral list that they are requesting not to be referred for employment to their projects for just cause. The Employer when requesting referrals should notify the Union that a letter is on file.

Section 4. Registration and Referral

Group A

All Construction Craft Laborers who have worked for more than the past two (2) years in the territorial jurisdiction covered by this agreement for any employer signatory to the said collective bargaining agreement with Local No. 165.

Group A-1

All Construction Craft Laborer Apprentices registered with the Illinois Laborers' and Contractors Joint Apprenticeship and Training Program shall work under the supervision of competent and qualified journeyworkers on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and in special "off-job" courses.

For apprentices enrolled in the Construction Craft Laborer Apprenticeship Program, the term of apprenticeship shall be approximately three (3) years of on the job diversified work and training, excluding time spent in related instruction unless credit is granted by the Joint Apprenticeship Training Committee.

Apprentice Wage Progression -

- **First Year** - 75% of journey worker rate (Full Benefits)
0-750 hours On-The-Job Training 160 hours classroom training
- 80% of the journey worker rate (Full Benefits)
751-1000 hours On-The-Job Training 160 hours classroom training
- **Second Year** - 85% journey worker rate (Full Benefits)
1000 hours On-The-Job Training 160 hours classroom training
- **Third Year** - 95% journey worker rate (Full Benefits)
1000 hours On-The-Job Training 160 hours classroom training

When final classroom and OJT requirements are met, and apprentice has been in **program MINIMUM of 3 years** – they will be advanced to 100% Journeyworker Status.

Apprentices will submit a letter from their training program to their employer when their wage progression moves to a higher level.

Ratio and Supervisor.

One (1) journeyworker to one (1) apprentice on a two (2) worker job;
One (1) apprentice to two (2) journeyworkers on a three (3) worker job;
Two (2) apprentices to four (4) journeyworkers on a six (6) worker job;
Three (3) apprentices to nine (9) journeyworkers on a twelve (12) worker job;
Four (4) apprentices to twenty-five (25) journeyworkers;
Five (5) apprentices to thirty-five (35) journeyworkers;
Six (6) apprentices to fifty-five (55) journey workers,
And one (1) apprentice to twenty (20) journeyworkers thereafter.

In the event an apprentice must attend mandatory training classes, the employer will make every effort to re-employ said apprentice after completion of class.

Group B

All Construction Craft Laborers who have worked for less than two (2) years but more than one (1) year in the territorial jurisdiction covered by this agreement for any employer signatory to the said collective bargaining agreement with Local 165.

Group C

All Construction Craft Laborers and transfers who have worked for less than one (1) year in the territorial jurisdiction covered by this agreement for any employer signatory to the said collective bargaining agreement with Local 165.

Group D

All Construction Craft Laborers not qualifying for Groups A, B or C.

Section 5. The list of Construction Craft Laborers shall be available at the Union Hall and the provisions of this referral shall be posted where all members have access.

Section 6. If a Construction Craft Laborer works three (3) consecutive work days for the same employer, said Construction Laborer shall be removed from the referral list.

If a Construction Craft Laborer works less than three (3) consecutive workdays the said Construction Laborer shall maintain their position on the referral list.

If a Construction Craft Laborer quits or asks for voluntary lay-off, said Construction Laborer shall be removed from the referral list.

**ARTICLE 7
KEY MAN CLAUSE**

The Contractor may request from the Business Manager the use of a key man within the jurisdiction of the Union who need not be a member of Local 165. The first and last Laborer on the job shall be a member of

Local 165. In the event that the key man assigned by the Employer is a member of a local union within the jurisdiction of the Great Plains Laborers' District Council that man shall be permitted to work within the Jurisdiction of Local 165; with the permission of the Business Manager. If the home local of the Key Man is outside of the jurisdiction of the Great Plains Laborers' District Council, he may be allowed to work on the site at the discretion of the Business Manager. All Keymen will be required to fill out, in its entirety, the checkoff authorization and assignment form provided by Local 165.

For contractors who have been established in Peoria or Tazewell counties and have maintained an office for a period of two (2) years or more, they may bring in the 2nd employee on the job and the 5th employee on the job as key employees.

ARTICLE 8 HOURS OF WORK

Section 1. In order to take advantage of day-light hours, weather conditions, shift or traffic conditions the Employer if agreeable among the crafts involved, may elect to work eight (8) consecutive hours between the hours of 6:00 a.m. and 4:30 p.m. After completing the 4th hour of work, an established 30 minute unpaid lunch period must be started within the next hour. Notice of a change in starting time must be given forty-eight (48) hours in advance and all employees of the Employer on the jobsite shall have the same starting time except when other arrangements are mutually agreed to between the Employer and the Business Manager.

All time worked before the established starting time and after quitting time shall be overtime and shall be paid for at the overtime rate provided for in the Agreement. Further, if an employee works during the established lunch period, the employee shall be paid at the overtime rate provided for in this Agreement.

All work performed on Saturday shall be at the rate of time and one-half, except as provided herein.

All work performed on Sundays and Legal Holidays shall be paid for at the double time rate.

Section 2. Employees shall be at their place of work (tool shed or other place as designated by the Contractor) at the starting time and shall remain at their designated work stations until the quitting time. Scheduled quitting time shall include a reasonable time to have all tools put away.

Section 3. Any time under fifteen (15) minutes consists of fifteen (15) minutes, over fifteen (15) minutes shall be counted as thirty (30) minutes, over thirty (30) minutes shall be counted as forty-five (45) minutes, over forty-five (45) minutes shall be counted as one (1) hour.

Section 4. When Employees are employed on the day overtime is worked, Employees required for overtime work shall be selected from the crew working on that specific job.

Section 5. By mutual agreement between the Employer and the Business Manager, the Employer may work four (4) ten (10) hour days Monday through Friday, with overtime being paid after ten (10) hours in a day and forty (40) hours in a week at time and one half. Saturday, Sunday and Holidays under this clause will be paid at the double time rate.

Section 6. A voluntary Saturday make-up day may be scheduled by the Employer when a regular shift during the week has been cancelled due to inclement weather. This Saturday makeup day shall be available to only those employees on the project or projects where the week day shift was lost and any new hires that were ordered prior to the workday lost, for the workday lost. There shall be no retaliation or discrimination

towards employees that decline make-up work. Make-up day shall be mutually agreed to between the contractor and Business Manager.

Employees shall receive premium pay when any other craft working on that job for the same Employer at the same time receives premium pay from the employer.

ARTICLE 9 STANDARDIZED HOLIDAY LANGUAGE

Section 1. All work done on Sundays and Holidays shall be paid for at the double time rate. The following holidays shall be celebrated as observed by the Federal Government: New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day, Veterans Day is to be celebrated the day after Thanksgiving. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager. If a holiday falls on Saturday, it will be observed on the previous Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

Section 2. It is agreed that a Contractor may not curtail a normal work day that occurs before or after a holiday without the majority consent of his Employees on any particular project.

ARTICLE 10 SHIFT WORK

Section 1. In order for shift work to be initiated, there shall be utilization of 2 (two) out of the 3 (three) shifts worked on the same project. If a minimum of 2 (two) shifts are not met on the same project, a special shift will be required as referred to in Section 9 of this article. When so elected by the Contractor, shifts of at least three (3) consecutive day's duration may be worked. When two (2) or three (3) shifts are worked: The day shift shall be worked between the hours of 6:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

Section 2. The evening shift shall be worked between the hours of 2:30 p.m. and 12:30 a.m. Workmen on the evening shift shall receive eight (8) hours pay at the regular hourly rate plus twenty-five (\$.25) cents for seven and one-half (7½) hours work.

Section 3. The night shift shall be worked between the hours of 10:30 a.m. and 8:00 a.m. Workmen on the night shift shall receive eight (8) hours pay at the regular hourly rate plus fifty (\$.50) cents for seven (7) hours work.

Section 4. A lunch period of thirty (30) minutes shall be allowed on each shift. On continuous pouring operations, the men will be given a twenty (20) minute lunch period on each shift, without loss of pay or time. The twenty (20) minute lunch will be staggered through each shift for the employees on that specific shift.

Section 5. Shift clause shall apply on regular work week only, 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Saturday, Sunday or Holidays and all hours worked other than the regular shift hours shall be paid at the overtime rate of pay per Articles 8 and 9 of this Agreement. There shall be no pyramiding of overtime wage rates.

Section 6. If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the Contractor involved and the Union Business Manager.

Section 7. In the event that men are changed from one shift to another there shall be eight (8) hours lapse between shifts, otherwise overtime wage rate shall be applicable.

Section 8. When a shift is started, the men shall be paid for the full shift, whether or not discontinued.

Section 9. By prior notification by the Employer to the Business Manager, if a special shift is required by an owner and if the employer is required to perform work which cannot be performed during working hours, employees may work a special shift and receive \$3.00 an hour over base rate for eight (8) hours work plus thirty minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

Section 10. By mutual agreement between the Employer and Union Business Manager, shifts of less than three (3) consecutive days in duration may be established and worked.

ARTICLE 11 SHOW UP TIME

Section 1. When an Employer requests a qualified Laborer through the Union or recalls a previous Employee, and this Employee reports on the job as ordered and is not put to work, they must be paid two (2) hours show up time.

Section 2. When Employees employed on a job finish their day's work and return to work the following morning, they shall be allowed two (2) hours show up time unless they have been notified the day before that there would be no work. Notification of no work can be done by either phone or text message.

Section 3. When Employees commence work they must be given four (4) hours employment or pay. It is agreed, however, that the Employer will not be required to pay the two (2) hours show up time enumerated in Section I and 2 or the four (4) hours employment in this Section on account of bad weather or for conditions beyond the control of the Employer.

Section 4. It is agreed that when a Laborer is called or a regular employee reports for work at the regular starting time, and the Employer is unable to put them to work, and the Employer desires that they remain on the site of the project to be available, then the employee shall be paid continuously from the regular starting time.

ARTICLE 12 PAY DAY AND HOLDBACK

Section 1. Wages shall be paid on Friday at the job site before quitting time by cash, voluntary direct deposit, or negotiable check and shall be paid in full, except that three (3) days pay may be withheld to allow the Employer sufficient time to prepare the payroll. Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings.

Section 2. If pay day falls on a holiday, the Employee shall be paid on the day preceding the holiday.

Section 3. If no work on pay day, the pay checks shall be available at the job site not later than one (1) hour from starting time at the customary place.

Section 4. When an employee is laid off, or discharges, he/she may be paid in full at the job site. If a check cannot be written at the job site it shall be sent via overnight mail to the Local Union Hall. If mailed, the check shall be dated for the actual day of lay off. If the check is not at the Union Hall the following day (excluding Saturdays, Sundays and Holidays the employee shall receive four (4) hours' pay at the straight time rate for each day the check is late. If an employee is regularly being paid by ACH/Direct Deposit, layoff can be paid by ACH/Direct Deposit within 24 hours of layoff. When an employee quits on his own accord he shall wait for the regular payday for his wages.

Section 5. By mutual agreement, the Business Manager and Contractor may alter payday or holdback on any job site with reasonable cause.

**ARTICLE 13
JUST CAUSE FOR DISCHARGE**

Inefficiency, drunkenness, dishonesty, carelessness, insubordination, use of non-prescription drugs or controlled substances and disrespect toward customers and co-workers shall be sufficient cause for dismissal.

**ARTICLE 14
RIGHT OF EMPLOYER**

Section 1. The Employer shall have the right to determine the number of employees any portion of work shall require other than set forth in this Agreement.

Section 2. The Employer may hire (in accordance with Article 5) discharge or lay off any Employee for just cause.

Section 3. No Employee will be discharged or discriminated against for performing their duty as Steward of the Union.

**ARTICLE 15
STEWARDS**

Section 1. The Business Manager may appoint a Steward on any project. The Steward's duties will be to see to it that this Agreement is strictly adhered to and that all work coming under the jurisdiction of the Union is performed by Employees covered by this Agreement. Whenever more than one Laborer is working on the project, the Steward shall be one of those persons working.

Section 2. The steward may be transferred from one project to another like any other employee but it must be by mutual agreement. It is the steward's responsibility to notify the union before being transferred. The steward shall be employed subject to the terms of Article 13 and Article 32. The Steward cannot be discharged or laid-off without the approval of the Union's Business Manager.

Section 3. 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.

ARTICLE 16 AUTHORITY TO ACT

Section 1. It is stipulated and agreed that only the persons named below either individually or collectively, are the authorized officers and agents of the Union and shall be the only ones to be recognized by the Employer as being authorized to act for or on behalf of the Union in any manner whatsoever under the terms of Agreement. The actions, declarations or conduct of any other person except those named below, whether performed, made or engaged in with respect to the Union or not, are not and shall not be considered to be the acts of any officer or agent of the Union, nor will the Employer or the Union recognize those persons as the Union's officers or agents for that purpose and their actions or conduct in that respect shall not be binding upon the Union, nor shall they form the cause or any basis for liability of any nature whatsoever on the part of the Union.

The authorized officers are: Business Manager of Local 165 or his designee, and the Business Manager of the Great Plains Laborers' District Council or his designee.

It is further stipulated and agreed that the authority of an officer of the Union to act for or on behalf of the Union, as above stated may be revoked at any time if a registered letter to that effect, signed by the duly authorized Union officers under the seal of the Union is sent to the Employer.

In case the Union wishes to confer any authority upon a Steward, it shall certify that fact to the Employer in writing, the written statement to be signed by the duly authorized officers of the Union under the seal of the Union.

Section 2. For purposes of signing any union documents after May 1, 2003, a signature must be secured from a duly authorized officer or employee of the corporation, company, partnership or other legal structure to be considered valid and binding. Under no circumstances shall a craft employee be allowed to sign on behalf of the employer.

ARTICLE 17 INJURY

Section 1. Any Employee injured on a job who is unable to return to the job by order of the doctor that day, shall receive a full day's pay. If the Employee returns to the job that day, the Employee shall receive full time pay for the time lost. If the Employee's occupational injury permits the Employee to continue to work but requires subsequent visits for necessary medical treatment or examination during the Employees scheduled working hours, the Employee will be paid for the time lost from the scheduled work in making such visits. The Employee should be put back to work when released from the doctor if work is available.

Section 2. In the event that an Employee employed by a Contractor for the purpose of Asbestos Abatement work, Hazardous Waste work or Lead Base Paint Abatement work, is required to submit from any doctor a physical examination for the purpose of obtaining, securing, renewing or continuing their Asbestos Abatement work, Hazardous Waste work, Lead Base Paint Abatement work or license, the cost of the physical and then such time lost from work for the purpose of such visits shall be fully paid by the Employer at the regular hourly rate. The Contractor has the right to schedule the doctor appointment.

ARTICLE 18 UNION COOPERATION

Section 1. An Employee shall give the Employer a full honest day's work.

Section 2. There shall be no restriction of the reasonable use of machinery, tools or labor saving devices.

Section 3. There shall be no interference by the Union with an Employer's men during working hours except that the Business Manager or his representative may consult with the Contractor, Superintendent, Foreman, Steward or men at work when necessary, and shall be as brief as possible.

Section 4. The Union shall use every honorable and peaceable means to enforce this Agreement.

ARTICLE 19 SUBCONTRACTORS

Section 1. The Employer agrees that the wages, fringe benefits, hours and working conditions provided for by this Agreement shall encompass the entire Job site covered by this Agreement, thereby applying equally to any subcontract let by the Employer or work covered by this Agreement. The failure of any Subcontractor to abide by the wages, fringe benefits, hours and working conditions, on any work sublet, assigned or transferred by the Employer, shall constitute a breach of this Agreement. After the Union has notified the General Contractor there is a dispute with the Subcontractor then if nothing is done in twenty-four (24) hours the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such dispute has been corrected.

Section 2. The Union agrees that the scope of this Article is expressly restricted to the aforesaid subjects, and shall not be construed to include the Union Recognition, Union Security or hiring clauses, or any other provision related thereto.

Section 3. The Employer agrees to not subcontract any bargaining unit work to be performed at the site of construction, alteration, painting or repair of building, except to a person, firm or corporation signatory to this Agreement.

ARTICLE 20 FOREMAN

Section 1. Employers shall appoint such foremen or pusher foremen, if any shall be needed. All foremen or pusher foremen shall be members of the Local Union 165 at least six (6) months and shall be paid at least one dollar and fifty cents (\$1.50) per hour more than the wage rate of pay of the highest paid Laborer under their supervision. Foremen shall be placed on all projects on which six or more Laborers are employed and shall work along with the men.

Section 2. General labor foremen shall receive fifty cents (\$.50) per hour more than the highest paid, man under his supervision.

ARTICLE 21 HIGH CONSTRUCTION WORK

Premium pay of twenty-five cents (\$.25) per hour over the classification wage rate shall be paid when the free fall hazard is over fifty (50) feet and less than one hundred (100) feet. When the free fall hazard is over one hundred (100) feet, there shall be a premium paid of thirty-five cents (\$.35) per hour over the wage rate of classification of work being performed.

**ARTICLE 22
HIGHWAY AND HEAVY CONSTRUCTION**

The parties hereto agree that any contractor performing Highway and Heavy Construction work shall become signatory to the Highway and Heavy Construction Agreement.

**ARTICLE 23
UNEMPLOYMENT & WORKERS' COMPENSATION INSURANCE**

Section 1. The Employer shall comply with all Federal and State Laws governing the employment of employees and shall carry Public Liability and Workers' Compensation Insurance and pay (Old Age Benefits and Unemployment Compensation) according to the Federal Insurance Compensation Act. 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 requirements 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 failure to pay has been corrected.

Section 2. It is agreed to authorize labor and management to evaluate and possibly implement a negotiated workers compensation program during the term of this Agreement.

**ARTICLE 24
WAGES, FRINGE CONTRIBUTIONS, DUES CHECK-OFF,
LECET, PAC'S, VACATION FUND AND BONDING REQUIREMENTS**

Section 1. Wages

- a) The minimum hourly wage rates of pay for the job classifications covered by this Agreement shall be as shown in the following schedule.
- b) When any Laborer commences work on a higher classification and works under two (2) hours, the employee will be given the higher classification of pay for two (2) hours. If any Laborer works at a higher classification over two (2) hours and less than four (4) hours, the employee shall be given four (4) hours pay at the higher classification. When any Laborer works over four (4) hours on a higher classification, the employee shall receive eight (8) hours at the higher classification. Any Laborer who works part-time at the Basic Labor Rate and part-time on a higher classification wage rate throughout the day, the employee shall be paid the higher classification wage rate for eight (8) hours.
- c) Wages for classification of work not herein specified shall be determined by both parties to the Agreement.
- d) If any Employer fails to pay wages, 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. However, the Union agrees to notify the Employer and will allow the Employer twenty-four (24) hours to make payment.

Section 2. Fringe Benefit Contributions

- a) The Employer agrees to be bound by the CENTRAL LABORERS' PENSION FUND, the CENTRAL LABORERS' ANNUITY FUND, the NORTH CENTRAL ILLINOIS LABORERS HEALTH AND WELFARE FUND, the ILLINOIS LABORERS' AND CONTRACTORS' JOINT APPRENTICESHIP & TRAINING FUND, including any Amendments thereto, except increases in contributions.
- b) Contributions shall be in the amount stated in the following schedule. Payments shall be made no later than the 15th day of the following month for hours worked in the preceding month.
- c) Payments hereunder shall be required only so long as appropriate governmental rulings are in effect stating (a) that all payments to the above funds are fully deductible for Federal Income Tax purposes by the contributing Employers and (b) that such payments are not wages. The (Fund) shall furnish to the Association copies of said governmental rulings.

In the event the Employer is required to contribute by reason of the enactment of a National Health Plan or similar legislation, the Employees payments to the Health and Welfare Fund of this Agreement shall be reduced in an amount equal to such contribution, providing the monies being contributed to the fund shall be sufficient to purchase the present supplemental coverage for members so that their benefits would not be decreased or there would be an additional cost to the members by the enactment of National Health Plan. If there are more monies being paid to the Health and Welfare than are needed to pay for the National Health Plan and supplemental insurance, if required, then these monies may revert to the Pension Fund, Annuity Fund or to employee wages, as directed by the Local Union Business Manager.

- d) Provided thirty (30) days prior to any effective wage increase written notice is received from the Union, the Employer agrees to make payments into the Welfare Fund, Pension Fund, Annuity Fund, Training Fund, Building Trades Check-Off, Vacation Fund and LECET as directed by the Union. Such increased payments shall be deducted from the hourly wage rates listed in Addendum I of this Agreement.
- e) The payments required above and in Addendum I shall be made payable under the provisions of Addendum I of this Agreement. The Employer hereby agrees to be bound by and to the said Agreements and Declarations of Trust as heretofore and hereafter amended, as though he had actually signed the same.

The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreements and Declarations of Trust as heretofore and hereafter amended.

All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the various Funds.

If an Employer fails to make contributions to the various Funds within 15 days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment

under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

Section 3. Dues Check-Off

- a) The Employer shall upon receipt of a proper assignment executed by an Employee, deduct the authorized membership working dues from the wages of each Employee and forward such monies promptly to the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615.
- b) The membership working dues shall be stated in the following schedule under Laborers' International Union of North America, Local No. 165 jurisdiction. The said money shall be in the North Central Illinois Laborers' Health & Welfare Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615 by the 15th of the following month covering the hours worked the previous month.
- c) The Employer shall upon 30 days written notice from Laborers' Local No. 165 of a change in the address in A & B above pertaining to reporting dues check-off shall comply with said notification.
- d) Upon sixty days' notice in writing from the Business Manager of the Union the Employer agrees to deduct from the wages of the employee the sum of five (\$.05) cents for each hour worked commencing at a date no earlier than May 1, 1996, and after receipt of a properly executed assignment form from the employee for voluntary contribution to the Laborers' Political League of the Laborers' International Union of North America. The Employer and the Union specifically agree that such contribution is voluntary and is not a condition of membership in the Union or employment by the employer, that the refusal to sign such an authorization card will not result in any reprisal against the employee by either the employer or the Union, and that the money may be used for political purposes by the Council. All funds so contributed shall be forwarded by the 15th day of the month next following the month in which the hours of employment were worked to the address specified by the written notice of the Business Manager of Laborers' Local No. 165.

Section 4. Failure to Comply

Any failure to make the required payments by the individual Employer shall be deemed a gross breach of this Agreement. The Union shall then be free to take any economic action including refusal of employees to work for that Employer and picketing that Employer to obtain compliance, notwithstanding any other provisions of this Agreement.

Section 5. Bonding Requirements

- a) Unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least one full year immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement a surety bond in the amount of Twenty-five Thousand Dollars (\$25,000.00) to guarantee to his Employees working under this Agreement the payments of wages and fringe benefits, including pension fund, welfare fund, annuity fund, training fund, laborers'-employers' cooperation & education trust, political action committee funds, vacation fund, and dues check-off payments.
- b) In the event of failure, default or refusal of an Employer to meet his obligations to his Employees or the Pension Funds, Welfare Funds, Annuity Fund, Training Fund, Laborers' Employers' Cooperation & Education Trust, Political Action Committee Funds, Vacation Fund, and Dues

Check-Off Funds, when due, the Union, aggrieved Employee or the Trustees of the Pension Fund, Welfare Fund, Annuity Fund, Training Fund, Laborers'-Employers' Cooperation & Education Trust, Political Action Committee Funds, and Vacation Fund, after written notice to the Employer, may file claim to obtain payment costs and reasonable attorney's fees there from of the applicable surety bond.

- c) Said failure of an individual Employer who has defaulted to obtain and maintain an effective surety bond as required herein or failure and default by an individual Employer who has defaulted of payments of obligations covered by this Agreement in excess of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement by the individual Employer who has defaulted in consequence of refusal of Employees to work for the individual Employer and picketing the individual Employer to obtain compliance by the individual Employer who has defaulted with this Agreement, notwithstanding any other provisions of this Agreement.

Section 6. Wages, Fringe Benefits, and other Deductions

CLASSIFICATION OF WORK

Group 1 – Basic Labor Rate as listed in Addendum I

Air Tamper
Hazardous Waste Worker
(Levels C & D)
Carpenter Tender
Cement Mason & Sack Shakers
Cement Mason Tender
Chain Saw
Common Laborer (includes all classifications not listed in this section)
Compact Rammer Type
Concrete Form Dismantler
Concrete Form Dismantler in Composite Crew/Carpenter
Concrete Saw
Curing Concrete
Drill Operator, Jackhammer (OPEN)
Grade Checking by any means necessary, including but not limited to Laser and GPS
High Pressure Hose
Paving Breaker
Plaster Tender
Power Wheelbarrows or Buggies
Setting Up & Using Laser Beam Equipment
Signaling & Spotting of Buckets on Rig or Rig Men
Stone, Tile & Derrick Men
Tool Crib Men
Watchmen
Window Washers
Wrecking, Dismantling Old Buildings
Wall Men & Housemover

Group 2 – Basic Labor Rate as listed in Addendum I + \$.40 per hour

Bricklayer Tender
Concrete Specialist
Cutting & Acetylene Torch
Gunnite Nozzlemen
Gunnite Pump Men & Pots
Kettlemen & Carriers of Men Handling Hot Stuff
Sandblast Nozzle Men
Sandblast Pump Men & Pots
Setting up and Using Concrete Burning Bars
Wood Block Setters
Underpinning & Shoring of Existing Buildings
Unloading and Handling of all Material Coated with Creosote

Group 3 - SPECIALTY – Basic Labor Rate + \$2.00 per hour

Asbestos Abatement Worker - (removal/encapsulation)

Lead Base Paint Abatement Worker - (removal/encapsulation)

Hazardous Waste Worker - (Levels A & B)

Fringe Benefit Contributions and Deductions

For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution and/or deduction according to Addendum I of this Agreement: Pension Fund, Annuity Fund, Welfare Fund, Laborers-Employers' Cooperation & Education Trust, Training Fund, Building Trades, Tri-Con, Industry Fund and Check-Off Dues.

- a) For the purpose of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with this Agreement shall be counted as hours for which contributions are payable.
- b) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.

FAILURE TO COMPLY

Any failure to make the required payments by the individual employer shall be deemed a gross breach of this Agreement. The Union shall then be free to take any economic action including refusal of employees to work for that Employer and picketing that Employer to obtain compliance, notwithstanding any other provisions of this Agreement.

**ARTICLE 25
TRICON**

Section 1. It is agreed by all parties to this agreement that TRICON (Tri-County Construction Labor a Management Council) is a value to not only the Unionized Construction Industry and the customers it serves, but to workers and management personnel in this industry. TRICON is a means to promote safety,

labor-management cooperation and the quality and workmanship we have to offer. The parties to this agreement also realize that if TRICON is to continue moving ahead, an increase in funding is necessary. (TRICON funding represents a joint and matching contribution on behalf of each signatory employer and each member of a craft signatory to this agreement based on hours worked.)

Section 2. In addition to the Basic Labor Rate, the Employer agrees to contribute to TRICON as established in Addendum I of this Agreement.

Section 3. The parties recognize that the TRICON contribution as set forth in Addendum I of this Agreement represent a joint and matching contribution on behalf of each employer and each employee. In the event that TRICON contributions are discontinued, the existing wage scale shall be increased by an amount equal to half of the contribution rate at the time such contributions are discontinued.

Section 4. Any failure to make the required payments by the individual employer shall be deemed a gross breach of this Agreement. The Union shall then be free to take any economic action including refusal of employees to work for that Employer and picketing that Employer to obtain compliance, notwithstanding any other provisions of this Agreement.

Section 5. In the event that during the life of this Agreement TRICON ceases to exist, the matching contribution by the Employer will revert back to the Employer, the matching contribution by the Union will revert back to the Union.

ARTICLE 26 INDUSTRY FUND

Section 1.

- a) The Combined Central Illinois Construction Industry Fund (herein referred to as "Industry Fund"), has been organized to improve public relations, to improve the standards of the industry, to conduct education programs, to conduct any program for the benefit of the construction industry shall not conduct any anti-union or political activity.
- b) The employer agrees to make payments to the "Combined Central Illinois Construction Industry Fund" for each employee covered by this Agreement as stated in Addendum I.
- c) The payments to the Industry Fund shall be made according to Addendum I of this Agreement to the Central Illinois Construction Industry Fund which has been established under an agreement and declaration of trust, the terms of which are hereby accepted by the Employer.
- d) All contributions shall be made at such time and in such manner as the trustees of the fund shall require.
- e) If the Employer fails to make contributions to the fund within the period required by the Trustees of the Fund, the Employer shall be liable for all reasonable costs for collecting the payment due together with any reasonable attorney's fees and reasonable damages assessed by the Trustees.
- f) The Union shall incur no liability or responsibility for collection of such contributions.

ARTICLE 27 EMPLOYEE SECURITY

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 a legal primary established Union picket line.

ARTICLE 28 GRIEVANCE AND ARBITRATION

Section 1. It is specifically agreed that there shall be no strikes, lockouts or cessation or slow down of work or picketing over any dispute over the application or interpretation of this Agreement, and that all grievances and disputes, including certain jurisdictional disputes which are referred to this section for arbitration only, shall be handled as herein provided, except as stated otherwise. Any dispute concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance, if possible. No employee grievance may be considered unless submitted in writing to the Union and the Employer within ten (10) days of the alleged violation.

Section 2. In the event the matter is not settled, it shall be referred to the Arbitration Committee consisting of three (3) Employer representatives, selected by the Association and three (3) Union representatives, selected by the Union District Council, or any equal combination thereof. After notice has been received by either the Association or the District Council, a meeting of the Arbitration Committee will be set up within fifteen (15) days. The determination of the Arbitration Committee shall be governed by majority vote. Upon mutual agreement, the parties may extend the fifteen (15) day limitation. The expenses of the Arbitration Committee shall be borne equally by both sides.

Section 3. Should the Arbitration Committee be unable to resolve the matter, the Union, Employer or the Association 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 Employer 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 Services to submit a list of seven (7) recognized arbitrators. From the list so submitted the parties shall within ten (10) 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. Expenses of arbitration, including the arbitrators' fee and expense, will be borne equally by both parties, (equally by all parties in the case of jurisdictional disputes referred to this arbitration procedure).

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him/her, 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 fringe benefits are not arbitral)

Section 5. The decision of the Arbitration Committee or of the Arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (Unions, Employers, Association, and Employees and all claiming hereunder) 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. There shall be no strikes or lockouts during the life of this Agreement except as authorized by the provisions of this Agreement.

Section 7. No award in arbitration shall be retroactive for a period exceeding thirty (30) days from the date of the filing of the written complaint as provided in this Article. In cases of jurisdictional arbitration referred to this procedure the arbitrator's award shall be prospective only, except in cases of repetitive assignments

by contractors or repetitive claims by unions which are in direct contravention of previous decisions under this procedure. In these cases the arbitrator may assign monetary damages not to exceed thirty (30) days from the date of the filing.

ARTICLE 29 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.

Section 2. Should an Employer evade calling a pre-job conference, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement, and the Union shall have the right to strike and picket. It will not apply providing the job constitutes not more than five working days. It is agreed that a Contractor working within the jurisdiction of the Local Union, parties of this Agreement, shall notify the Business Manager before starting to work.

If the Employer calls for a pre-job conference for all trades the Union agrees that they will attend, providing Local 165 is a member of the Building Trades Council. Otherwise a separate pre-job conference must be held with this Local.

ARTICLE 30 SAFETY

Section 1. The Employer and all Employees agree to abide by all Federal, State and Local safety and health regulations.

Section 2. It is recognized that there are important roles to be performed by both management and labor in the prevention of accidents and to ensure a safe and healthy work environment. The worksite should be maintained in a clean and orderly state, which in turn will encourage a safe, efficient and more productive operation.

Section 3. It is important to succeed in this mutual endeavor. Failure of this effort can produce emotional stress, financial hardship and loss of work not only to the employee, but also to the employer.

Section 4. It is of mutual benefit to both labor and management to work together and pledge jointly that they will do all that is conceivable to maintain a safe, hazard free work environment on each jobsite.

Regular Jobsite inspections, continuous safety training on and off the jobsite, establishment of emergency procedures for each jobsite and a commitment of continuing teamwork between the parties to this agreement will produce the desired results.

Section 5. It should also be noted that if any employee fails to comply with any of the company's safety rules or policies, that employee may find himself in jeopardy of being dismissed by the employer.

ARTICLE 31 TRAINING

Section 1. It is recognized that failure to provide training opportunities for journeymen and apprentice, and the failure of these individuals to take advantage of these opportunities stands as an impediment to the competitiveness of the area's unionized construction industry. It is also acknowledged that training will have a discernable, positive effect upon productivity and quality for the industry. It is further noted that verifiable training offers a strong marketing concept for contractors, thereby enhancing employment

opportunities for union labor. These concepts also promote pride and satisfaction in building tradesmen, which, in themselves, are marketable attributes.

Section 2. Management and labor therefore pledge to work towards the development of intensified, innovative training programs designed to improve quality, safety and productivity in a competitive environment. To this end, the unions may provide to employers current lists of these tradesmen that successfully complete upgrade training programs so that they will be naturally rewarded through increased work opportunities for reinvesting in their collective futures.

Section 3. It is further agreed that the unions will provide to management associations specific information on the scope of any journeyman upgrade training. The OSHA 10 hour class, First Aid/CPR, Scaffold User and Builder and other certifications which may be required by the employer shall be part of the referral process.

ARTICLE 32 DRUG-FREE WORKFORCE

Section 1. Employees are the contractor's most valuable resource and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, employers propose a policy that follows Substance Abuse and Mental Health Services Administration (hereinafter, SAMHSA, formerly known as NIDA) guidelines. Contractors will develop and maintain a drug testing program for their employees and supervisory personnel. Testing may be done prior to employment, periodically (defined as no more than one time per individual in any 12-month period), upon reasonable suspicion and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$5,000 or more for replacement or repair). Laboratories selected to perform testing will be SAMHSA certified. Possession, sale or use of alcohol (definition to be included in appendix to follow) or unauthorized prescribed medicines on the employer's property, site of construction, or during working hours regardless of location, shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined as a positive under this policy).

Section 2. Drug screening shall be permitted as a pre-employment process. Every effort shall be made by the Employer to assure privacy for all employees screened. When screened and the applicant does not meet the requirements for employment the applicant may request the sample be sent to an approved laboratory for additional testing. If the test is negative, the Employer will pay for the test and compensate him/her for the lost day of work. If the test is confirmed positive, the applicant shall pay for the test and not be eligible for employment.

Section 3. All applicants for employment with any signatory contractor can be required to submit to and pass a drug test at the employer's expense. Should the employer require a new applicant to be drug tested, that applicant shall be placed on the employer's payroll before testing begins. If an employee is notified that the results are positive, they will be paid to the end of the day of notification in full. All drug testing will be performed during normal working hours.

Section 4. No test need be performed, however, if the applicant has been employed by a contractor covered by this agreement, provided the individual authorizes the contractor to obtain information from past employer to establish the individuals' participation in this drug and alcohol testing program. All requests for information and information provided shall be maintained in strict confidence.

Section 5. It is recognized that employees may be required to submit to testing as required by a project owner at the employer's expense. Employees must agree to such testing, provided such tests meet the

minimum standards of this policy. Employees refusing to consent to such testing shall be deemed to have voluntarily quit their employment for all purposes under this agreement and shall give rise to a rebuttable presumption that the employee had violated this policy.

Section 6. Within three days after notification of a positive drug test result, an employee subject to this policy can request the employer to direct the MRO (Medical Review Office) to authorize testing of the split sample at another SAMHSA laboratory of the employees choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the employer shall reimburse the individual for the cost of that test and if employment is available, shall provide that individual with employment.

Section 7. Employees taking prescription medication, which, according to their physician, may have physical or mental side-effects which could affect their performance on the job, should report the use of said medication to site supervision. Employees who report the use of lawfully prescribed medication shall not be disciplined for use of same, but may, upon the advice of the Medical Review Officer, be subject to possible reassignment to less hazardous operations. The employer reserves the right to have its physician determine if a prescription drug produces hazardous effects. It is prohibited for employees to share or distribute prescribed medications or over-the-counter medicines to fellow employees.

Section 8. An employee reasonably suspected to have used alcohol shall be required to submit to testing conducted in accordance with the procedures and methods adopted by the Federal Department of Transportation (40 CFR Part 40). A positive test will be reflected by a blood-alcohol content equal to, or greater than, the current Illinois State Motor Vehicle regulations.

Section 9. No reasonable suspicion test can be performed unless the company representative involved in the decision to test has received training outlined under federal regulations (Federal Register 59 Fed. Reg 7333-4) for the Department of Transportation regarding drug and alcohol testing.

Section 10. Employees tested upon reasonable suspicion shall not receive compensation for time spent away from the job while being tested, unless the result is negative. Compensation shall include a wages and benefits that would have been paid had the employee's work hours not been interrupted the test. Upon written consent of the suspected employee, the Union shall be notified that this member has been requested to submit to drug and/or alcohol testing.

Section 11. Any employee who feels that he or she has developed a problem with alcohol or drugs is encouraged to seek assistance before it deteriorates into a disciplinary matter. Requests for assistance will be handled in the strictest confidence within the company and the union. The Company will act concurrence with the Union Health and Welfare Plan to help any employee who voluntarily notifies company representative that he or she may have a substance abuse problem in obtaining suitable treatment. A written medical release will make the employee eligible for immediate reinstatement provided the employer has work available and the employee continues the required chemical dependency treatment program. Depending upon the recommendation of the treating health care provider, the employee may be subjected to follow-up testing. Discipline, up to and including termination, may be imposed in the event it is reported by the treating health care provider that the employee has failed the plan of recovery. It is understood that the goal is not being one of replacing an employee who voluntarily sought help and continues to seek help after initial treatment, but rather one of encouraging those whose feel the need for help to seek it.

Section 12. Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

Section 13. The provisions of this policy, requiring all employees to present themselves at work not having used alcohol and drugs, shall apply to all other individuals entering company property including but not

limited to, part-time personnel, temporary personnel, vendors, contract personnel, subcontractor personnel, consultants and any employees of contractors working on the Jobsite or company property.

Section 14. Funding procedures for a drug-free workplace construction industry program will be mutually agreed upon by the Building Trades and the Contractors Association.

**ARTICLE 33
SAVINGS CLAUSE**

It is the intent of all parties hereto to comply with the law. Any provisions of this Agreement that are contrary to law or regulations covering the construction industry or Contracts, shall be amended promptly upon discovery.

**ARTICLE 34
CONTRACT ADJUSTMENTS**

At the request of the Employer, the Business Manager may, at his discretion, alter the terms and conditions set forth in this Agreement.

The parties agree to establish a special committee to discuss the competitiveness of signatory contractors. This joint committee is to establish guidelines and solutions to the key competitive issues.

**ARTICLE 35
TERM OF AGREEMENT**

Section 1. This Agreement shall become effective May 1, 2024 and remain in full force and effect through April 30, 2029 and shall continue in force from year to year thereafter unless notice is given in writing to the other party at least sixty (60) days prior to the expiration date.

Section 2. Individual Employers signatory hereto who have not assigned their bargaining rights to the said Association agree to be bound by the amendments, extensions or changes in this Agreement agreed to between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent Contracts negotiated between the Union and the Association unless ninety (90) days prior to the expiration of this or any subsequent Agreement said non-bargaining unit Employer notifies the Union in writing that it revokes such authorization. Further, said non-bargaining unit Employer agrees that notice served by the Union upon said Association and Mediation Service for reopening, termination or commencement of negotiations shall constitute notice upon and covering the non-bargaining unit Employers signatory hereto.

Carla

4-22-24

Greater Peoria Contractors' and Suppliers Association
Carla Jockisch, Executive Director

Date

MMB

4/19/24

Laborers' International Union of N.A. Local Union No. 165
Matthew M. Bartolo, Business Manager

Date

AP

4/23/2024

Great Plains Laborers' District Council
Anthony Penn, Business Manager

Date

**ADDENDUM I
WAGES, FRINGE CONTRIBUTIONS AND DEDUCTIONS
EFFECTIVE: MAY 1, 2024**

The wages, fringe contributions and deductions for **BUILDING CONSTRUCTION** shall be as described below:

COUNTY: PEORIA

LOCAL UNION NO. 165

EMPLOYER CONTRIBUTIONS

BASIC LABOR RATE	\$32.50	Foreman - \$1.50 above scale Gen Foreman - \$2.00 above scale
PENSION FUND (1)	\$17.68	
ANNUITY FUND (2) (3)	\$ 4.34	
WELFARE FUND (4)	\$ 8.70	
TRAINING FUND (5)	\$.80	
TRI CON (6)	\$.06	
INDUSTRY FUND (7)	\$.21	

EMPLOYEE DEDUCTIONS

LABORERS' - EMPLOYERS' COOPERATION & EDUCATION TRUST (8)	\$.32	(Deduct \$.32 per hour from employees gross wages)
BUILDING TRADES (9)	\$.16	(Deduct \$.16 per hour from employees gross wages)
DUES CHECK-OFF (10)	5.50%	(of gross wages)
BUILDING FUND (11)	\$.05	(Deduct \$.05 per hour from employees gross wage)
MARKET PRESERVATON FUND (12)	\$.63	(Deduct \$.63 per hour from employees gross wages)
MIDWEST REGION CHECK-OFF (13)	\$.25	(Deduct \$.25 per hour from employees gross wages)

EMPLOYER TOTAL PACKAGE **\$65.19**

- 1) Pension contributions to be sent to Central Laborers' Pension Fund Office, P. O. Box 1267, Jacksonville, Illinois 62651.
- 2) Overtime hours worked to be paid at the applicable overtime rate.
- 3) Annuity Contributions to be sent to Central Laborers' Annuity Fund Office, P. O. Box 1267, Jacksonville Illinois, 61652. Employers shall remit annuity contributions to the Central Laborers' Annuity Plan until such time the proposed Great Plains Annuity Fund is established, Trustees appointed and Trust document is signed. At such time that the Great Plains Annuity Fund has met all appropriate legal criteria, said fund shall be added by means of an addendum to this Agreement and Employers will be notified to send their contributions to the North Central Illinois Laborers' Health and Welfare Fund.
- 4) Welfare Contributions to be sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 5) Training Fund contributions are above the Basic Labor Rate and shall be sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615. Employers that perform work in the Hazardous Waste, Asbestos and Lead Base Paint Industries shall pay a training program contribution of .85 per hour instead of \$.80 per hour as referred to above.
- 6) Tri-Con contributions are above the Basic Labor Rate and shall be sent to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 7) The Combined Central Illinois Construction Industry Fund contributions are above the Basic Labor Rate and to be sent to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 8) Laborers' - Employers' Cooperation & Education Trust to be deducted from the Basic Labor Rate and sent to North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 9) Building Trades to be deducted from the Basic Labor Rate and sent to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 10) Dues Check-off calculated as a percentage of gross pay deducted from the Laborers' weekly paycheck and to be sent to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 11) Building Fund contributions to be deducted from the Basic Labor Rate and sent to the North Central Illinois Laborers Health and Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 12) Market Preservation Fund contributions to be deducted from the Basic Labor Rate and sent to the North Central Illinois Laborers Health and Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.
- 13) Midwest Region Check-off to be deducted from the basic labor rate and sent to the North Central Illinois Laborers' Health & Welfare Fund Office, 4208 W. Partridge Way, Unit 3, Peoria, IL 61615.

CLASSIFICATION OF WORK: See Article 24, Section 6 of this Agreement.

FUTURE DISTRIBUTIONS:

5/1/2025	– 3.65%	- \$2.38/hr
5/1/2026	– 3.6%	- \$2.43/hr
5/1/2027	– 3.5%	- \$2.45/hr
5/1/2028	– 3.25%	- \$2.35/hr

CONTRACT SIGNATURE PAGE

Contractor's Signature Date

Contractor's Name

Contractor's Address

City State Zip

Telephone Number Fax Number

E-Mail Address

Federal Tax ID#