

MEMORANDUM OF AGREEMENT

BUILDING AND HEAVY HIGHWAY

Between

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

And

EAST ST. LOUIS LABORERS LOCAL 100

Effective

AUGUST 1, 2016 thru JULY 31, 2019

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LABORERS No. 100
EAST ST. LOUIS
EXPIRES 7-31-19

This Memorandum of Agreement made and entered into by and between the SOUTHERN ILLINOIS BUILDERS' ASSOCIATION, SOUTHERN ILLINOIS CONTRACTORS ASSOCIATION, SIGNATORY EMPLOYERS, hereinafter referred to as EMPLOYER and LOCAL UNION NO. 100 OF THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the UNION.

ARTICLE NO. 1 UNION SECURITY-HIRING

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

1.2 All present employees of the Contractors who are members of the Union on the date of the execution of this Agreement shall remain members of the Union during the term of this Agreement as a condition of continued employment subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the National Labor Relations Act as amended (1947). All other present employees shall, as a condition of employment, make application for and remain members of the Union within thirty (30) days following the effective date of this Agreement and shall maintain such membership during the term of this Agreement subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the NLRA as amended (1947). All new employees shall, as a condition of employment, apply for membership in the Union within thirty (30) days after hire or date of execution of this Agreement, whichever is later, and shall maintain membership in the Union thereafter subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the NLRA as amended (1947).

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

- (a) The Union shall be the sole and exclusive source of referrals of applicants for employment.
- (b) The Local Union will maintain a referral list of registered applicants available for employment within the territorial jurisdiction of the Local Union.
- (c) Each applicant seeking referral shall fill out the Local Union's "Application for Referral" setting forth the applicant's work history, training, licenses, certifications, documentation, and other such information showing the applicant's qualifications and skills. This application must be signed and dated by the applicant and shall be included in addition to the above name, telephone number and social security number. The Union shall not assume

any responsibility for the correctness of the information the applicant presents in seeking referral, but in the event the applicant misrepresents such information, the applicant may be disqualified for referral. Failure to timely provide information and documentation may result in the applicant's disqualification as to the work classifications listed in the applicant's "Application for Referral".

- (d) The Union shall establish a time, day, and place for registering for work in person, and this information shall be conspicuously posted in the Union office. An applicant's registration with the Union shall be in effect for one business week, and the applicant must re-register in person each week.
- (e) The Employer shall request the Union to refer applicants as required, shall not solicit applicants directly, and shall not in any manner circumvent the Union in the recruitment of applicants for employment.
- (f) Applicants already employed in the industry within the geographic area covered by this contract shall be eligible for referral to another job provided that they appear personally for referral as required by this Article. No applicant shall be denied referral because they have been discharged or rejected by any other employer subject to this agreement.
- (g) The Employer in requesting referral of applicants shall specify to the Union such information as is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.
- (h) The Union shall refer to the Employer such applicants as are fit and competent to fulfill the requirements of the position to be filled, and who have the requisite experience and skills for fulfilling such position as specified by the Employer. Competency for a position shall be determined based on past experience in the work, required licenses, and other verified experience and skills germane to the position to be filled. These criteria shall be applied in an objective nondiscriminatory manner for all applicants.
- (i) Each working day, a daily referral list shall be prepared, showing the order in which applicants that day made personal application for referral.
- (j) Referrals shall be made from those duly-registered applicants who are present at the Union hall at the time of referral.
- (k) In the event an applicant on the referral list refuses a referral for good cause, lacks required skills, or is otherwise not competent or fit to fulfill the position, the next available applicant on the referral list who is fit, competent and possesses the required skills shall be referred.
- (l) Apprentices shall be referred under a separate referral list, and shall be listed according to their apprenticeship year.
- (m) The provisions of this Article shall be posted by the Employer at its premises where notices to employees and applicants are customarily posted and shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.
- (n) The registration of and selection of applicants for referral shall not be based on or in any way affected by Union membership, by Union By-Laws, rules and regulations, constitutional provisions or any other aspect or obligation of

Union membership; nor shall any supervisor in the employ of any Employer who holds Union membership be bound or in any way affected in the performance of his duty for the Employer by any obligation of Union membership, By-Laws, rules and regulations, or constitution of the Union.

- (o) On any project where there is a question of transfer of Laborers, that question will be resolved by a job conference prior to commencement of a project. Notwithstanding any other Article or provision of this Agreement, it shall be permissible for the Employer and the Local Union to agree to movement of individual laborers from project to project within the jurisdiction of the Local Union. Parties to this Agreement shall apply provisions of this section in a good faith manner.
- (p) No Employer shall be permitted to transfer key employees from one Local Union's geographical jurisdiction to another Local's jurisdiction unless the Business Managers of the Local Unions involved agree to such transfers at the pre-job conference.
- (q) The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any person furnished by the Union, or to discharge, for just cause any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.
- (r) The Union shall maintain records of all job referrals that shall be available to applicants for review, upon reasonable request. However, the required application form filed by individual applicants shall be confidential. Such individual application forms shall be subject to review by an applicant for relevant information only if that applicant alleges that another applicant was improperly referred to a job vacancy based on alleged qualifications in preference to the applicant requesting the information.
- (s) There shall be no discrimination against any employee or applicant for reasons of age, race, sex, religion, national origin, color or status as a Vietnam-Era veteran.

1.4 ARBITRATION: An applicant for employment who is aggrieved by an action of the Union with respect to registration or referral under this provision or who is aggrieved by action of the Employer in connection with hire hereunder, may, within ten (10) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a board consisting of a representative of the Union, a representative of the Employer, and an impartial chairman appointed jointly by the Employer and the Union. Such board shall consider the grievance and render a decision which shall be final and binding. The board is authorized to issue procedure rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangement. The cost of the third party shall be borne equally by all parties involved.

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

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

ARTICLE NO. 2 WAGES AND PREMIUM PAID

SECTION 1. The following scale of wage rates will be effective:

	8-1-16	8-1-17	8-1-18
Laborer	52.47	53.87	55.27
Dynamite Men and Powder Men	53.97	55.37	56.77
Working Labor Foreman	52.97	54.37	55.77
Non-Working Labor Foreman	53.47	54.87	56.27
General Labor Foreman	53.97	55.37	56.77
Security, Watchman	18.00	18.00	18.00
Watchman on pumps	18.00	18.00	18.00

SECTION 2. The Employer shall pay premium pay of .50 cents per hour above the wage scale for all laborers performing the following classifications of work:

(a) A workman while welding, burning and cutting with a torch. Mason and Plaster Tenders.

(b) The Employer shall pay premium pay of (\$.50) cents per hour for men working with hazardous materials, lead abatement, asbestos abatement, and any work requiring a mold & mildew remediation licenses.

SECTION 3. In addition to the foregoing rates, the employer shall contribute Health and Welfare \$8.00 per hour for regular hours worked; \$12.00 per hour for hours worked at the time and one-half rate; and \$16.00 per hour for hours worked at the double time rate. Pension contributions \$9.25 per hour for regular hours worked; \$13.88 per hour for hours worked at the time and one-half rate; \$18.50 per hour for hours worked at the double time rate. Annuity contributions will be paid at the rate of \$3.00 per hour for all regular hours worked, \$4.50 for all hours worked at the time and a half rate, \$6.00 per hour for hours worked at the double time rate. Such payments are due and payable to the Employers and Laborers Locals 100 and 397 Health and Welfare and Pension Funds.

SECTION 4. Effective August 1, 2016 each Contractor shall pay a sum equal to eighty cents (\$.80) per hour for each hour worked for which wages are paid to the Contractors and Illinois Laborers Training Trust Fund. Such payments shall be made on the Health and Welfare and Pension Fund reporting forms.

SECTION 5. The parties to this Agreement hereby incorporate into this Agreement the National Apprenticeship Standards, including the Local Model Standards (hereinafter referred to as "Standards") which have been developed by the Laborers-AGC Education and Training Fund for the Apprenticeable Occupation of Construction Craft Laborers, as registered and approved by the Bureau of Apprenticeship and Training of the U.S. Department of Labor, including any

amendments or modifications heretofore made, or which may be made, during the life of this Agreement, and the Employer and the Union agree to be bound by the terms and provisions thereof.

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

The Apprentice rates are as follows:

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

SECTION 6. The parties to this Agreement specifically agree that they shall implement a non-qualified defined contribution plan which such plan shall encompass current retirees only whose benefit payments have been reduced in the prior year by the Internal Revenue Code Section 415 consistent with the Revenue Ruling issued on November 21, 1997. In the event, however, that the Internal Revenue Code Section 415 is repealed modified or otherwise rendered moot by legislative action, the preceding clause shall have neither force nor effect. Likewise, in the event that legislation action repeals or modifies Section 415 in any respect rendering this clause moot, the remaining articles and section of the collective bargaining agreement between the parties shall be unaffected thereby and shall otherwise be in full force and effect.

SECTION 7. Effective August 1, 2016, in addition to the per hour wage rates, the Employer shall contribute ten (.10) cents per hour for each actual hour worked by each Employee covered by this Agreement to the Southern Illinois Construction Advancement Foundation. Such payments shall be made on the reporting forms provided by the LECET Fund.

Effective August 1, 2016 upon receipt of any employees written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from each employee's wage fifty-five cents (\$.55) for District Council Check-off and thirty cents (\$.30) for Local 100's supplemental dues for each hour worked. The Employer shall remit the amount so deducted monthly together with a list showing the names of the employees from whose pay deductions were made and the amount deducted. Such written authorizations may be revoked on a revocable date by the employee giving written notice by registered mail to the Employer and the Union on a revocable date delivered within thirty (30) days prior to the end of the irrevocable period. In the event no revocation is received, the authorization shall be continued in effect for another year or until the end of the Collective Bargaining Agreement, whichever occurs sooner. Monies deducted shall be subject to withholding taxes. The monies shall be remitted by the fifteenth (15th) of the following month, covering the hours worked the pervious month. Such payments shall be made on the reporting forms provided by the LECET Fund.

The Employer shall, upon written receipt of a proper assignment executed by an employee, deduct the amount of ten cents (\$.10) per hour for each hour worked for a voluntary contribution to the Southwestern Illinois Laborers' Political League. This authorization shall be irrevocable for a period of one (1) year, or until the termination of the collective bargaining agreement in existence between the Employer and Union Local 100, whichever occurs sooner;

this authorization shall automatically be renewed and shall be revocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and Union Local 100, whichever shall be shorter, unless written notice is given by the employee to the Union Local 100 and to the Employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and Union Local 100, whichever comes sooner. The Employer shall remit the amount so deducted monthly together with a list showing the names of the laborers from whose pay deductions were made and the amount deducted. Such payments shall be made on the reporting forms provided by the LECET Fund.

The Employers signatory hereto agrees to accept the terms of the trust agreement establishing the Southern Illinois Construction Advancement Foundation, its rules and regulations and the trustees now serving.

Primary purposes of the Foundation, as set forth in the trust agreement, shall include education, safety education, public relationships and market development and other educational and informational betterment of such Employees, and the common good of the construction industry.

The Union agrees that this is a commitment for the term of this contract. Upon expiration of this Agreement, a review of the purpose, policy and procedures shall be conducted. If the review indicates the fund has faithfully and effectively executed the purposes, policies and procedures the Union will renew its commitment.

The Employers signatory hereto agree to contribute fifty-three (.53) cents per hour for each actual hour worked by each Employee covered by this Agreement to the Southwestern Illinois Laborers District Council LECET Fund. Such payment shall be made on the reporting forms provided by the LECET Fund.

SECTION 8. Each Employer shall remit fringe benefit contributions to the fund depository on or before the 15th day of each month for all contributions attributable to the prior calendar month. Failure to remit such contributions on a timely basis may allow the Union, at its option, the right to resort to economic recourse, including the right to refuse Employees or withdraw Employees from the delinquent Employer, provided the Union has given the Employer a notice in writing five days in advance of taking such action. In the event the delinquent Employer is a subcontractor, such notice shall be served jointly on the general contractor and the subcontractor. The Employer shall be liable for any costs incurred in connection with the collection of delinquent fringe benefits.

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

SECTION 9. Dynamite men who work four (4) hours or more but less than eight (8) hours shall receive eight (8) hours pay. Dynamite men shall receive a minimum guarantee of four (4) hours pay and if less than four (4) hours work at dynamiting is available, the dynamite man shall be employed for the balance of the day at the regular rate of laborer's pay, weather conditions permitting.

SECTION 10. Any work performed in or on smoke stacks, coming under the jurisdiction of this Local Union, except footings or bases thereof, shall be paid at the rate of \$1.00 per hour above the regular hourly rate.

SECTION 11. It is agreed that in case any compressed air or tunnel work comes into the Twelve Counties Southwestern Illinois District Council, the Party of the First Part agrees to negotiate the wage scale and conditions in accordance with the existing New York agreement covering such work.

Compressed air and caisson workers in addition are to be provided with hot coffee and sugar; also hot water, soap and towels.

SECTION 12. On jobs where three (3) men are employed, one man shall be a working foreman. When ten (10) men are employed, one man shall perform supervisory duties exclusively and receive the rate of pay for that classification. When Fifteen (15) men are employed, one man shall be designated as "general foreman" and shall receive the rate of pay for that classification, in addition there will also be a Non-Working Foreman and he shall receive the proper rate of pay for that classification. No gang shall exceed twenty (20) men, including the foreman and general foreman.

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

All Stewards shall be appointed by the Business Representative of the Union and shall not be discriminated against by the Employer for acting as such. The Steward shall be the last Laborer on the job, provided he is qualified to perform the specific work duties required at the time he is to be the last Laborer, or unless agreed to by the Union.

SECTION 13. Where Security, Watchmen are required, they shall be members of the Laborers' Organization. Any hours worked in excess of eight (8) per day Monday thru Friday will be paid at time and one-half. Saturdays, Sundays and Holidays paid shall be at time and one-half. If Watchmen are required to work, they shall be paid the basic scale of wages. Watchmen may however, perform emergency work beyond the control of the Employer, at the Watchmen's rate of pay.

SECTION 14. When conditions require, the Employer and the Union may revise this Article to meet the requirements of a particular project.

ARTICLE NO. 3 DURATION OF CONTRACT

This Agreement shall be effective on August 1, 2016 and shall remain in full force and effect through July 31, 2019 and shall automatically renew from year to year unless either party gives notice in writing to the other party sixty (60) days but not more than one hundred twenty (120) days before the contract expiration date that it desires to terminate this agreement. Notice to modify the contract with respect to any provision given by either party shall not terminate the contract and shall not render the automatic renewal clause inoperative.

ARTICLE NO. 4 STRIKES AND LOCKOUTS

The parties agree that there shall be no strikes, lockouts, or stoppage of work by any person or persons other than the business representative of the Union for protection of the principles and provisions of this Agreement, and that both the Employer and the Union will by all lawful means compel their members to comply with this Agreement and the working rules embodied therein.

No person or persons other than the Employer or the business representative of the Union shall have the right to interfere with the workmen during working hours and that all workmen performing work embodied in this Agreement shall be procured through the business representative of the Union and that they shall demand and receive the wages and conditions as hereinafter stated in this Agreement.

That no silent boycott or evading methods will be used by the Employer against any employee or the Union or by the agent of the Employer or his foreman for personal matters. Nor shall the Union allow any member to use such means to injure the Employer.

ARTICLE NO. 5 ICE WATER

Ice water must be furnished in hot weather or when the steward on the job informs the Employer that it is necessary for the workmen to have ice water. The employment of a water carrier must be left to the Employer's discretion. Laborers on the site will make and distribute all water and periodically clean the water containers. The water shall be available on the job not later than one (1) hour after starting time.

ARTICLE NO. 6 AGENCY

The foreman, if any, shall be the agent of the Employer and shall be selected by the Employer from the membership of this Local Union.

ARTICLE NO. 7 HOLIDAYS

The following days shall be recognized as legal holidays: New Year's Day, Thanksgiving Day, Decoration Day, July Fourth, Labor Day, Armistice Day, and Christmas Day. No work shall be done on these days except to protect life or property in the judgment of the Employer and/or business representative of the Union, and where and when work is performed on these days, it shall be paid for at the rate of double the regular rate of pay for the time involved and for the type of work covered by this Agreement.

Where any of the above named holidays fall on Sunday, they shall be observed the following Monday. Holidays shall be observed as prescribed by federal Law.

**ARTICLE NO. 8
COLLECTION OF WAGES**

Nothing in this Agreement shall in any manner interfere with the right of the business representative of the Union from stopping work on the job for the purpose of collecting wages due the employee until such time as payment is made and agreed to by both the Employer and the business representative.

No personal checks shall be permitted to be used as payment for wages due an employee covered by this Agreement.

**ARTICLE NO. 9
NO WORK STOPPAGE**

It is mutually agreed that the Union shall approve and guarantee the fulfillment of all the provisions of this Agreement.

There shall be no stoppage of work on account of any differences that might occur between the Employer and the Union. The matters should be adjusted quickly between a representative of the Employer and the Business Representative.

**ARTICLE NO. 10
ACCIDENT AND INJURY**

It shall be the duty of the foreman or the steward to report personally to both the Union and the Employer any accident or injury sustained by any workman and which may occur on the job or in connection with the performance of his assigned duties and where such injury does occur the steward shall attend personally and see to it that the injured employee is immediately given proper medical care or hospitalization and that the injured employee's family is notified without loss of time and pay to the steward for such service.

No member will be required to undergo a medical or physical examination as a condition of employment to perform work covered by this Agreement or be required to punch a time clock on any job.

**ARTICLE NO. 11
INSURANCE AND SURETY BOND**

The Employer shall carry Illinois Workmen's Compensation Insurance and shall provide a Certificate of such coverage when requested. Said Employer shall also further elect to come under the Illinois State Unemployment Insurance Act and pay Illinois Unemployment Compensation on all employees, regardless of the number employed.

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

(b) The Employer shall secure and maintain indemnification from a reputable financial institution to guarantee payment of any and all wages, fringe benefit contributions and dues provided herein and shall furnish to the Union evidence of procurement.

This may be achieved by any of the following options:

- Surety Bond in the amount of \$25,000 and up to \$100,000
- Irrevocable letter of credit from a reputable financial institution
- Cashier's check in the amount of \$10,000.00

To help with the collection of fringe benefits and to avoid disruption of the work of delinquent employers, an Employer may request a letter from the Union of behalf of any of the Employer's subcontractors that are obligated to contribute to the Pension, Health and Welfare or Vacation funds described in this Addendum. Upon receipt of such request, the Union will provide the requesting Employer with a letter stating the most recent date to which the subcontractor has both reported its contributions due and paid all such contributions.

ARTICLE NO. 12 TOOLS

No tools or equipment shall be checked out before the regular starting time and where workmen are required to use rubber boots they must be made to be clean and sanitary at the Employer's expense and the workman shall be allowed five minutes to change before quitting time and five minutes to put tools away at quitting time.

ARTICLE NO. 13 HOURS

Lunch period shall be thirty (30) minutes between the hours of 12 o'clock noon and 12:30 P.M. Any employee who is required to work through his lunch period shall receive an additional thirty (30) minutes pay at the overtime rate and shall be allowed a thirty (30) minute period to eat lunch. All Employees working past four (4) hours will be paid eight (8) hours, unless weathered out.

On all Batch Plants only, (asphalt and concrete) the lunch period shall be thirty (30) minutes between the hours of 11:45 A.M. to 12:15 P.M.

From 8:00 A.M. Monday to 4:30 P.M. Friday shall constitute a week's work and all work performed before 8:00 A.M., or after 4:30 P.M. Monday through Friday, and Saturday's shall be paid at time and one-half the regular rate. All work performed on Sundays and holidays shall be double time. For work performed up to Wednesday night 4:30 P.M., the regular pay day shall be the following Friday night, and waiting time shall be paid by the Employer to the Employee if such wages are not paid by the regular quitting time at the overtime rate of pay until such wages due have been paid.

The regular workday may be any eight (8) hour period between 7:00 A.M. and 4:30 P.M. The exact regular eight (8) hour day shall be agreed upon between the parties to this agreement. This provision may be enacted only when Daylight Savings Time is in effect during this period,

provided the majority of the other trades of the employer for a particular project are agreeable to such a change in the work day. Such a change should be discussed at the pre-job conference.

When conditions require, the Employer and the Union may revise the hours of work provision to meet the requirements of a particular project.

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

ARTICLE NO. 14 DISMISSAL PAY AND TRANSFERS

Where an employee is discharged, he must receive his pay in full immediately and if he is required to go to the office, removed from the job site, to obtain same, he must be allowed and paid two hours regular pay, plus carfare.

Where men are transferred during working hours from one job location to another, they must be paid at the regular rate for such time, and no employee shall be transferred during lunch time.

ARTICLE NO. 15 REPORTING PAY

Any Employee reporting for work on orders expressed or implied and who is not put to work for any reason, except weather conditions or an accident, shall receive four (4) hours pay at the regular rate.

If no attempt is made by the Employer to notify the Business Manager or the Job Steward one (1) hour prior to the regular starting time to prevent the Employees from reporting for work, or if the Employees is not notified at the job site at starting time, the said Employees shall be paid for two (2) hours time. All Employees working after lunch will be paid for eight (8) hours, unless weathered out.

When Employees are laid off for more than one day, the Employees must be paid in full.

When conditions require, the Employer and the Union may revise this Article to meet the requirements of a particular project.

ARTICLE NO. 16 SHIFT WORK

When two or three shifts are worked, 7½ hours work shall constitute a full shift, and employees shall be allowed thirty (30) minutes for lunch with pay.

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

The three-shift work shall be continuous for one hundred and twenty (120) hours.

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

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

The single shift shall start at 8:00 A.M. Lunch hour is 12:00 noon.

The second shift shall start at 4:00 P.M. Lunch hour is 8:00 P.M.

The third shift shall start at 12:00 Midnight, Lunch hour is 4:00 A.M.

When two ten-hour shifts are worked, the hours shall be (1st shift) 8:00 A.M. to 6:00 P.M. and the (2nd shift) 6:00 P.M. to 4:00 A.M. There shall be one, one-half (1/2) hour lunch period with pay which shall be four hours after the shift starting time. The last two hours of each shift shall be paid at the applicable overtime rate.

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

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

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

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

Shift work performed on the installation, maintenance, and operation of simple dewatering systems (that is, electric pumps with simple direct discharge system) shall be paid as follows: 1st Shift – Regular Rate, 2nd Shift – Watchman Rate, 3rd Shift – Watchman Rate.

ARTICLE NO. 17 MEALS

When employees are required to work more than two (2) hours after the regular quitting time, they shall be allowed one-half hour for supper with pay. If men are working after 12:00 Midnight, the Employer must furnish the lunch with pay.

ARTICLE NO. 18 CLOTHING

Laborers shall provide the following personal hand tools and clothing in a satisfactory condition at the time of employment. A pair of rubber boots, hardhat, wrecking bar, claw hammer, and adjustable wrench. Personal tools stolen, damaged or destroyed on the job shall be replaced at the Employer's expense. Replacement or reimbursement shall be no later than the time of layoff. Tools shall be replaced or reimbursed on an equal value of basis, providing a receipt to the Employer.

The Employer shall be required to furnish all tools, other than those listed above, including but not limited to, rubber gloves, goggles, respirators and rain suits to all employees working in mud, water, or concrete; also rubber coats and hats, where employees are required to work in rain or where water drips on them or such as may be required. Such clothing shall be charged to the men until returned.

The Employer shall furnish a building protected from all elements of the weather for the men/women to change their clothes and eat lunch (not reasonable on all highway jobs).

ARTICLE NO. 19 SAFETY

1. Personal Communication Devices

(a) With the inherent dangers of a construction site it is important that all workers remain alert and aware of the surroundings to provide a safe working environment for themselves and their fellow employees. The use of cell phones and other personal communication devices can cause distractions that can reduce this awareness. To maintain a high level of awareness, personal cell phones and other communications devices should not be carried while on duty. Personal communications may be made on breaks or lunch if necessary. In the event there is an impending issue for which an individual may need to be contacted, such as a family illness, inform the site supervisor.

Under no circumstances whatever will workmen be permitted to work with unsafe tools or equipment or without adequate safety appliances at any time, nor will workmen be called upon at any time to work under conditions that do not make for their utmost safety in the performance of their work.

Adherence to all Federal and State Safety Laws and the Employers Safety Policy, where not in conflict with such Federal and State Laws, shall be a condition of continued employment. It is not the intent of this provision to modify or change any other provision of this Agreement.

Labor and management agree that it is in the best interest of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

ARTICLE NO. 20 COOPERATION AND LIABILITY

During the term of this contract, the Union will not authorize, cause, induce, support or condone any strike whether general or sympathetic for any work stoppage, or slow down of work, or walk-out by any of the employees covered hereunder, or the Union, or any members of the Union, nor will the Union in any way support any action of its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

The Union further agrees that should any of its members or its agents engage in such activities, without authority from the Union, the said Union will (a) Request them to immediately return to work, (b) Advise them that they are violating the Union agreement with said employer, and (c) Grant them no assistance.

It is understood and agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer. The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Employer whether or not the act of the agent complained of by the Union is authorized and, if not authorized, the Employer will take immediate steps to rectify the situation complained of.

ARTICLE NO. 21 ACID AND CAUSTICS

When employees are required to work in or with acid or caustic materials, the Employer shall furnish to those employees suitable work clothing and, if necessary, boots or shoes. The necessity for furnishing such clothing shall be agreed upon between the steward and the Employer.

ARTICLE NO. 22 JOB SITE INJURIES

The selection of the Doctor for anyone working under this Agreement/s who is injured on the job shall be by the injured individual if desired and notices of this privilege shall be sent to the Hospital in the area of the Job Site by the Contractor and Union.

The Employer may post on the Job Site, names of Doctors, practicing at the Job Site area Hospital, and notify the Hospital of list of Doctors and allow injured men to select their own Doctor.

The Union shall have the right to have a Doctor examine the injured man at all times.

ARTICLE NO. 23 DITCHES

All ditches must be sloped or cribbed to conform to State safety laws. Consult State Safety Director.

ARTICLE NO. 24 JOINT CONFERENCES

The Employers and the Union agree that starting thirty (30) days after the execution of this Agreement, they shall hold monthly meetings between representatives of the Employers and the Union. These meetings shall be held for the purpose of furthering harmonious industrial relations and discussing construction industry problems.

ARTICLE NO. 25 TERRITORIAL JURISDICTION

The territorial jurisdiction of this Agreement shall include the following cities, towns, municipalities or villages: East St. Louis, Washington Park, Brooklyn, Fairmont City, French Village, Dupo, Pearl Harbor, Alcoa, Alorton, Caseyville, Midway, Maplewood, Cahokia, National City, North Dupo, Canteen and Centreville Townships, in the State of Illinois and all territories half-way between the boundary or adjoining cities not included therein.

ARTICLE NO. 26 CRAFT JURISDICTION

26.1 The Union and the Employer agree that:

(a) This contract shall apply to all laborer work pertaining to the construction of public roads, sewers, streets, bridges, oil and gas transportation lines and all connections and appurtenances thereto, on right-of-way and easement thereto, (except on sewer and pipe line work where an already approved contract now exists, which provides for a higher wage rate).

(b) Streets, parking lots, curbs and gutters constructed in connection with, prior or subsequent to building construction projects only, shall be done under the terms and conditions of this Agreement.

(c) The Union shall control all Laborers' work that comes within its jurisdiction.

(d) The Contractors signatory to this agreement, or their supervision, shall not give or assign any portion of the work covered by the jurisdiction of Laborers' Local #100 and the Laborers' International Union of North America to any other craft or organization.

(e) The Employer shall assign the work to be performed in a manner that is not contrary to decisions or agreements of record in accordance with established practices of Laborers' Locals #100.

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

ASPHALT

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

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

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

Laborer shall perform all maintenance of asphalt plants.

All membranes, sealers, colorings, or coatings applied to all tennis courts, running tracks, etc., including any preparation needed prior to the application of material.

The watering and fueling of all equipment shall be the work of the Laborer.

BATCH PLANTS

The loading of trucks; The handling and erection, dismantling of all cement, rock, gravel, sand, asphalt and other building material bins, portable batch hoppers, weigh men, dumpers, lever men, hooking and unhooking, flagging and signaling on all machinery and other equipment on all work covered under the jurisdiction of this Agreement.

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

BUILDING WORK

All clearing; all site preparation; the fueling and cleaning of all equipment when required; the checking of all grades; the spotting, signaling and dumping of all loads, the counting of loads whenever required and taking of all tickets. Laborers shall drive all stakes. The Laborers shall perform all erosion control, fencing and guardrail work of any type.

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

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

The cleaning of all buildings and washing of windows on new construction;

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

Tenders or helpers to all mechanics performing or laying composition flooring or terrazzo work shall be Laborers.

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

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

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

The Laborer shall do cleaning of floors. The boxes, cartons and so forth shall be removed by the Laborers.

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

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

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

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

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

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

In the case of sheeting and shingles, it shall be handled as any other material and placed in stockpiles no over 30 feet apart. Should they be hoisted by power equipment, the receiving of material on the roof, shall be the work of the Laborers.

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

Laborers. In those cases of furniture bolted or screwed to the wall the unloading and handling to the point of installation is the work of the Laborers.

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

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

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

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

The Laborers shall do the handling of protective canvas.

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

In the handling of power tools to where they are to be used, each craft shall carry their own tools.

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

In the handling of roof sheeting and shingles, they shall be handled as agreed to on the handling of roofs and decking. If sections are to be stockpiled, the Laborers shall handle them.

On the handling of sections of wall panels, the unloading and handling to a point adjacent to installation shall be the work of the Laborers. If loaded on dollies, the Laborers shall take dollies.

CONCRETE

- A Wrecking, stripping, dismantling, cleaning, moving, and oiling of all concrete forms
- B The use of a Concrete Specialist.
- C leveling, tamping, and spreading of concrete for foundations, walls, reinforced floors, sleeper fill, or sidewalks, all labor work on cement guns,
- D The removal of all false work;
- E Setting, lining, and leveling of all slab road forms.
- F All work necessary to properly service the Cement Finisher, the driving of all stakes, the placing of all forms or screeds, including steel curb and gutter screeds to the point of installation.
- G Blocking and striking off of concrete and the handling of bull float where bull float is to be used for striking off.
- H Placing and leveling of concrete to grade by any mode or method.

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

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

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

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

M The operation of all concrete pumps and maintenance of same.

N The manning of mechanical concrete buggies.

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

P The operation of the concrete saw, concrete pumps, grout pumps, laser screeds, vibrating screeds, viber-strikes, bead blasters, and concrete curbing and gutter machines shall be performed exclusively by Laborers covered by this Agreement. The manning of all equipment used in injecting a grout slurry mix or any similar material used to correct defects in concrete or to stabilize slabs, structures or underground voids.

Q Operation of all concrete mixers up to and including two (2) bags capacity, without mechanical side loaders or skips. Performance of all work necessary in remedying defects in concrete caused by leakage, bulging, sagging or through difficulties of shifting forms. Concrete work, excavating, hoisting of rubble, debris, lumber and materials. Mixing of all materials for concrete finish and tending to cement finishers in the construction of building, walls, bridges, curbs, fences, machinery, foundations, footings, fire-proofing, butters, sidewalks, steps, coping and concreting around illuminating tile. All grouting and dry packing. R All Laborers' work on all curb and gutter machines.

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

T Laborers shall dig, install, plumb, pour, and finish all pipe balusters.

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

V Laborers shall perform all acid-etching, cleaning, by any method, sealing, caulking of concrete sidewalks, parking lots, and streets.

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

X The installation and restoration of brick streets and sidewalks shall be the work of the Laborers.

Y All work in connection with the use of landscape blocks of any size, which include but not limited to the, unloading, handling, installing of blocks used for borders, planters, retaining walls, etc.

Z Laborers shall unload, handle, and erect all precast retaining wall panels.

AA The testing of all concrete, slump tests, test cylinders, test beams, etc., shall be made by Laborers.

BB Making of all concrete pile and fence posts, handling of all materials to and from mixers, and any and all devices used to convey material to and from mixers.

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

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

DECK HANDS

All revetment and river work, mattress head cablemen, linemen, derrick boat and mattress barge, deck hands, weavers, cable lacers, grademen and riprappers, tenders, and helpers for divers, and divers doing work under the jurisdiction of this Agreement. There shall be deckhands on all floating rigs, work barges, work boats, safety boats, and dredges. The handling, placing, anchoring, tying of barges and other marine equipment on any work coming under the jurisdiction of this Agreement shall be the work of the Laborers. The handling of fuel to all of the aforementioned machinery, regardless of type of fuel, shall be by the deckhand. The aforementioned work shall be performed exclusively by Laborers.

DEMOLITION

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

B Tank and vessel cleaning; firewatch for burning and welding when needed.

DEWATERING

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

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

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

Drilling

- A Star drilling when done either by hand or mechanical or compressed air mechanism or device.
- B Operation of diamond point drills whether run by gas, air, or electricity.
- C The drilling of all holes in footings, floors, foundations, etc. to receive reinforcing rods.

EQUIPMENT & TOOLS

- A All clearing, stripping, grading, staking or any other work in connection with the preliminary work of the construction site. All site preparation; the fueling and cleaning of all equipment when required; the checking of all grades; the spotting, signaling and dumping of all loads, the counting of loads whenever required and taking of all tickets.
- B A Ground man on all cranes or other heavy equipment when clearing or when site preparation work is involved.
- C Laborers will do all Laborers' work exclusively in connection with all drilling rigs, including pier foundations, core drilling, soil testing and well drilling. All work related to the installation of vibrated stone pillars, including but not limited to drilling, excavating, backfilling, piping, etc. of the system.
- D Men on all vibrators, power tampers (vibrating or walk behind or remote controlled roller types), walk behind trenchers, concrete saws including self-propelled walk behind, water pumps, generators, buggies and other equipment used to perform our jurisdiction of work.
- E The operation and control of waterblasters. There shall be a minimum of two (2) men in the operation; one man stationed at the control valve during the blasting operation for safety and the other doing the water blasting, and they shall interchange positions during the day.
- F The operation of motor buggies and conveyers shall be performed exclusively by Laborers covered by this Agreement and such work shall be under the sole jurisdiction of the Union party hereto. The operation of bobcats and forklifts used to move or stock any material on the job site shall be performed by Laborers covered by this Agreement and such work shall be under the Union party hereto.
- G The handling of all tools, working machinery and appliances for any and all work covered by this Agreement; however, nothing in this Agreement shall prohibit a member of any other trade from using his work tools, machinery or appliances similar to or the same as those customarily used in this trade.
- H The digging, dredging and drilling of all wells.
- I The use of building level, transit, laser beam, Global Positioning System, or any other device when used to establish line or grade for all work coming under the jurisdiction of the Laborers.
- J The cutting and burning of all scrap and the use of all concrete cutting torches, acetylene torches, and other welding equipment used to perform the work covered under the jurisdiction of this Agreement.
- K The building and grading of all fire walls, the use of jack hammer or paving breakers and all concrete removal, and any and all work where jack hammer is used shall be performed exclusively by the Laborers, with two (2) men so engaged and these two (2) men shall interchange and perform the cleanup work in connection with work of this kind. The Laborers shall perform the operation of the Brokk 250, any remote controlled breaker, or any other breaker that replaces traditional pavement breakers.

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

EXCAVATION & SEWER ETC.

- A The digging and laying of conduit, fiber-optic, telephone, water, and sewer lines
- B Televising of sewers and all Laborers work on plastic liners for sewers.
- C The laying of telephone conduit whether concrete, multiple duct or plastic, the operation of equipment used to grade and line sewer pipe such as laser beams, the operation of telescopes and other equipment used to find breaks or clogs in sewer pipe,
- D The laying and assembling of temporary water lines and dismantling of same, and all connections.
- E Laying, setting, jointing, and pointing of all sewer tile, downspout drains, septic systems, aeration systems, sanitary and storm sewer construction shall be done under the terms and conditions of this Agreement.
- F The laying of all temporary gas, oil, air, water, and other pipe lines on all work covered by this Agreement.
- G The unloading, handling, distribution, assembly and installing of all multi-plate culvert, plastic and metal sewer pipe.
- H Charging of all filters, tanks, boilers, drums, etc., with catalyst, the unloading, handling, and hoisting of filter rings; also the charging of all filter tanks or any other forms of filter shall be the work of the Laborers.
- I The laying, placing and installation of all steel casing, corrugated casing, multi-plate and precast concrete, plastic and metal sewer pipe material used for casing, tunnels, tunnel linings and sewers.
- J Laborers shall set or lay all concrete or precast pipe, manholes junction boxes, culverts or drainage boxes.
- K All digging, dredging, drainage, sewage and pipe line work.
- L Laborers shall perform all work in connection with the testing, whether with air or water, on sewer lines.
- M The shoring, bracing, cribbing, and sheeting of all sewer ditches, jacking pits, boring pits and manholes shall be installed by any means in it's entirety by Laborers.
- N Cribbing shall be done by the Laborers working under the jurisdiction of this Agreement. Under-pinning, shoring, blocking, raising, moving, and jacking of all slip forms, buildings, bridges, tanks, vessels, and other structures shall be the work of the Laborers.

EXPLOSIVES

- A Tower men, powder men, blasting and the use of all explosives is the work of the Laborers.
- B All work on drilling, including wagon drills, dynamiting and blasting of any method;

HAZARDOUS WASTE

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

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

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

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

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

ASBESTOS ABATEMENT

A The removal for destruction of asbestos from buildings, machinery or other structures (including mechanical systems).

Erecting of all sealed containment barriers prior to the encapsulation or removal operation. The hanging of all protective coverings for furniture, fixture, etc. The clean-up and disposal of asbestos and other related materials used in the operation.

HODCARRIERS

A Tending all brick masons and plasters coming under the jurisdiction of this Agreement. (Rate as covered in Article #8).

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

C The erection and removal of all scaffolds, trestles, and horses used by brick layers, masons and plasterers.

HOUSE MOVING

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

LANDSCAPING

All work connected to, but not limited to all phases of grading, seeding, sodding, irrigation systems, strawing, rolling, watering, cutting, planting, leveling, nursery work, yard work, golf courses, and maintenance of, tree trimming, etc.

All work on retaining walls of any type. The construction of all flowerbeds made of, but not limited to, landscape timbers, railroad ties, brick, blocks, etc.

The work on all irrigation systems, lighting systems, and fencing of athletic fields and running tracks.

The installation of any and all brick, brick pavers or substitute brick material, for landscaping designs, landscaping borders, roads, sidewalks, patios or other needs by hand or machine shall be the work of the Laborers. All work on athletic fields and running tracks.

LEVEES

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

B All spotters on levees, dams, dikes, fire walls and flood control projects.

MASTICS

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

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

C The hoisting and cooking of mastic materials and the preparation in their entirety for use on the job and installations of asphalt, tar, sulphur seal, etc.

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

MESH & REINFORCING

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

B Unloading, cutting, handling, laying and pulling of all mesh will be the Laborers.

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

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

E Laborers shall dig, install, plumb, pour, and finish all pipe balusters.

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

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

H All digging, setting, pouring, backfilling, etc. in connection with all types of fencing.

PILING

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

B It shall be the work of the Laborers to unload and separate any Raymond concrete piling shells and transport them to the point of assembly.

PRECAST CONCRETE

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

B The Laborers shall fitting, setting, aligning, plumbing and staying into position of precast or prestressed concrete.

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

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

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

RAILROAD

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

SMOKE STACKS

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

TEMPORARY HEAT / SHELTER / CURING

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

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

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

TERMITES

Applying and mixing insecticides for termite control.

TRAFFIC PROTECTION

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

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

TUNNELS

All laborer work in connection with the construction of tunnels.

SECURITY / WATCHMEN

Working security and watchmen when employed shall be determined by the Employer. This classification rate of pay is reflected in Article 2 – Wages And Premium Paid, of this Agreement.

WATERPROOFING

Laborers shall apply all waterproofing material by any method, but not limited to, all concrete foundations, bridge decks, other foundations regardless or above or below grade.

ARTICLE NO. 27 JURISDICTIONAL DISPUTES AND ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE NO. 28 MANAGEMENT RIGHTS

The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause, and the right to relieve employees from duty because of lack of work, or other reasons, is vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination against any member of the Union or in any manner contrary to the provisions of this Agreement or law.

ARTICLE NO. 29 SUBCONTRACTING OR ASSIGNMENT OF CONSTRUCTION WORK

The Employers agree that whenever any work covered by this Agreement is subcontracted or otherwise assigned, the Subcontractor will not perform the work in a manner that is contrary to decisions of agreements of record in accordance with established practices of Laborers Local #100.

The Subcontractors Employees will enjoy wages, hours and conditions of employment equal to those contained in this Agreement. The standards of wages, hours and conditions of this

contract shall be made a part of the specifications on any work that the Employer shall sublet or otherwise assign in any manner to a Subcontractor or Assignee.

A Subcontractor or Assignee is defined herein as a contractor who performs work at the site of a construction project including alterations, painting or repair of a building structure or other work, and including work performed at pits or locations which have been specifically opened to provide material for the construction project and which constitutes an integral part of the construction operation.

ARTICLE NO. 30 PRE-JOB CONFERENCE

Every Employer who is or becomes party to this agreement shall notify the business representative of the Union prior to the performance of any work properly coming under the jurisdiction of the Laborers on any project within the territorial jurisdiction of the Union; and the Employer shall inform the business representative of the nature and classifications of laborers estimated to be required on the said project. The Employer shall meet with the business representative of the Union at a date, time and place mutually agreeable for the purpose of holding a pre-job conference and the Employer shall make arrangements for the referral of laborers to the project in accordance with the contractual referral provision. A violation of this provision may be treated by the Union as a gross breach of contract, for which the Union may take appropriate legal and economic sanctions, subject to the provisions of this agreement.

ARTICLE NO. 31 PLASTERER HOD CARRIERS WAGE RATES

The following total package will be effective:

	<u>8-1-16</u>	<u>8-1-17</u>	<u>8-1-18</u>
Hod Carriers	52.97	54.37	55.77
Foreman	additional seventy-five (.75) cents		
General Foreman	additional one dollar fifty (1.50) cents		

The foregoing includes the fringes of ARTICLE No. 2, Section 5 shall also apply.

ARTICLE NO. 32 PLASTERER HOD CARRIERS CRAFT JURISDICTION

The loading, unloading and handling of all material shall be the work of the Labor Plaster Tenders. The loading, unloading and handling of all scaffolds and scaffold material shall be the work of the Labor Plasterer Tenders. The erection and supervision of scaffolds shall be the work of the Labor Plasterer Tenders and shall be done under the supervision of a Labor Plasterer Tender Foreman.

Past area practices in the handling of scaffold, tools and equipment will be observed.

The handling of all equipment used to mix or deliver in a mixed condition to the plasterer shall be the jurisdiction of the hod carrier and no other craft.

The mixing of all materials used by the plasterer shall be the work of the labor plasterer tenders.

The removing of all plaster to be replaced shall be the work of the labor plasterer tenders.

The labor plasterer tenders shall put on protective coating on any and all material and equipment.

The cleaning of all walls, floors, and any material or equipment marred by the plasterers shall be cleaned by the Labor Plasterer Tenders.

The cleaning of the floors shall be confined to shovel cleaning and other cleaning shall be simply a superficial one.

ARTICLE NO. 33 PLASTERER HOD CARRIERS REPORTING TIME

An employee reporting for work on Employers (or Employer's representative's) order, and who is not put to work for any reason except weather conditions, shall receive four (4) hours pay at the prevailing rate. If an employee is permitted to begin work after lunch (12:00 Noon to 12:30 P.M.) and is sent in for any reason other than weather conditions he must be paid a full day's pay.

Where employees are laid off, they must be paid back in full.

ARTICLE NO. 34 PLASTERER HOD CARRIERS APPOINTMENT OF FOREMEN

There shall be a working foreman hod carrier on each and every job where three (3) hod carriers are employed. On jobs where ten (10) hod carriers are employed, the tenth hod carrier shall be a non-working hod carrier foreman. After the ten (10) are employed, every additional five (5) hod carriers on any single job will require an additional working foreman for every fifth man.

Every job employing more than ten (10) hod carrier plasterer tenders shall have one working hod carrier foreman who shall work as a working hod carrier foreman or the general hod carrier foreman as the Employer desires. This hod carrier foreman shall also handle liaison between the Employer and the Business Agent of Local No. 100.

ARTICLE NO. 35 PLASTERER HOD CARRIERS ALLOCATION

There shall be one (1) labor plasterer tender for each two (2) plasterers if needed. This will not be construed as a work limitation.

**ARTICLE NO. 36
DRUG TESTING**

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EMPLOYEE NOTICE OF POLICY, CONSENT AND RELEASE	EXHIBIT A

**THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS,
THE CENTRAL ILLINOIS BUILDERS OF AGC AND
THE SOUTHERN ILLINOIS BUILDERS ASSOCIATION
THE SOUTHERN ILLINOIS CONTRACTORS ASSOCIATION
(THE “ASSOCIATIONS”)**

AND

**THE GREAT PLAINS LABORERS’ DISTRICT COUNCIL,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS’ DISTRICT COUNCIL AND
TWELVE COUNTIES SOUTHWESTERN ILLINOIS LABORERS’ DISTRICT COUNCIL
(THE “DISTRICT COUNCILS”)**

SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

**ARTICLE 1
PROGRAM OBJECTIVE**

The Associated General Contractors of Illinois, The Central Illinois Builders of AGC The Southern Illinois Builders Association, and the Southern Illinois Contractors Association, hereinafter called the “Associations” and other participating Employers who do not bargain through the aforementioned Contractor Association (Employers) and The Great Plains Laborers’ District Council, The Southern and Central Illinois Laborers’ District Council and Twelve Counties Southwestern Illinois Laborers’ District Council, hereinafter called the “District Councils” are committed to establishing and maintaining a drug-free workplace for every employee, both those covered under the Collective Bargaining Agreement (CBA) and those employees not under the CBA. As such, the objective of this Substance Abuse Testing and Assistance Program (Program) is to provide consistent, fair, and manageable procedures for drug and alcohol testing of employees that will be accepted by participating Employers and job site Owners, and to maintain a central database of participating individuals in order to expedite their employment and access to the Owner’s job site.

The purpose of the Program is to increase on-the-job safety and ensure high quality services and productivity to customers by denying job site presence to individuals whose abilities are impaired by drugs or alcohol and to the greatest extent possible, it is the objective of the District Councils, in coordination with the Local Unions, to provide and refer out drug-free Laborers to participating Employers. The types of testing conducted under this Program will involve enrollment, pre-access, random, post accident/incident, reasonable cause/suspicion, periodic, return to work, and probationary status/follow-up testing. This program, along with the Member Assistance Program (MAP), will:

1. Help produce a safe, healthful and drug-free workplace for all employees;
2. Educate employers and employees on the signs, symptoms and consequences of substance abuse;
3. Improve workplace safety and reduce substance abuse-related injuries and property damage;
4. Reduce substance abuse-related absenteeism and tardiness;
5. Refer employees with substance abuse problems to appropriate care and assistance;
6. Deter individuals from bringing, possessing, using, distributing or having in their systems alcohol or other drugs on work time or premises;
7. Improve the image of our industry;
8. Improve productivity and service quality.

ARTICLE 2 DEFINITIONS

As used in this Program, and unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine and the following terms shall have the following meanings:

“Accident” – Any event resulting in injury to a person requiring outside medical care or treatment or property damage to which an employee contributed as a direct or indirect cause.

“Adulterated Test Result” - The donor has tainted the specimen with a foreign contaminate, such as bleach, to prevent the detection by the laboratory of an illegal or controlled substance. An adulterated sample is considered an administrative positive and has the same consequences as a confirmed positive test result.

“Alcohol” – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

4. **“Applicant”** – Any individual who will perform work and has been referred for hire by a Laborers’ Local Union and / or certain personnel as designated by the Employer (i.e. Superintendents, Foremen, etc.). As a condition of employment, all applicants must meet the applicable conditions of this Policy prior to employment.

5. **“Breath Alcohol Technician”** – A person trained to proficiency and certified in the use of Evidential Breath Testing device (EBT) in a DOT course.

6. **“Communicator”** – A Company and/or Union Representative(s) designated by the Company and/or Union to preserve the confidentiality of employee’s drug testing information.

7. **“Company Premises”** – Any and all property, facilities, land, parking lots, structures, and vehicles owned, leased, used or under the control of the Employer, and any job site to which the Employer assigns any Employee.

8. **“Diluted Test Result”** - A diluted test result means that the specific gravity of the specimen is 1.003 or less and the creatinine level is less than 20 mg/dl. The following are some of the causes for a diluted sample and the related procedures:

Causes

- a. Dialysis or chemotherapy;
- b. A kidney or pancreas disorder requiring medical attention;
- c. The individual is attempting to flush out his system of illegal substances. This requires an enormous amount of water to be consumed over approximately twenty-four (24) hours prior to providing a sample. The normal consumption of liquids or consuming liquids prior to testing will not cause a sample to be diluted.

Procedures

- a. A diluted specimen with a creatinine level of less than 20 mg/dl but greater than 5 mg/dl will require the employee to provide another sample within twenty-four (24) hours.
- b. A diluted specimen with a creatinine level greater than or equal to 2 mg/dl, but less than or equal to 5 mg/dl will require the employee to provide another specimen within twenty-four (24) hours, under direct observation.

- c. A diluted specimen with a creatinine level of less than 2 mg/dl will be ruled as a substituted specimen and will have the same consequences as a positive test result.
9. **“Employee”** – Any individual employed by the Employer who directly or indirectly performs work for a Customer.
 10. **“Employer”** – A Contractor who pays wages and benefits to an employee to directly or indirectly perform work for a Customer.
 11. **“Illegal/Unauthorized Drugs”** – Any drug that is illegal and/or the use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.
 12. **“Incident”** - An event which has all the attributes of an accident, except that no apparent or perceived harm was caused to person or property.
 13. **“Legal/Controlled Drugs”** – Any prescribed or over-the-counter drug, which has been legally prescribed / obtained and is being used for the purpose for which it was prescribed / manufactured.
 14. **“Medical Review Officer (MRO)”** - All urine samples confirmed, as non-negative by the laboratory shall be referred to a Medical Review Officer for interpretation and final confirmation. The MRO is a licensed physician who has knowledge of substance abuse disorders and has received the appropriate medical training to interpret and evaluate an individual’s positive test result as it relates to the Employee’s medical history and any other biomedical condition. The District Councils and the Associations have mutually chosen the MRO for this program.
 15. **“Negative Test Result”** - A negative result indicates that the alcohol level is below .04 BAC and/or an illegal/unauthorized substance below the levels as described in this Program, has not been detected in the person’s specimen by the laboratory.
 16. **“Non-Negative Test Result”** – A non-negative test result is a laboratory test result that indicates a substance(s) in the individual’s system but the result has not been confirmed as positive or negative by the MRO.
 17. **“Not Consistent With Human Urine or Substituted Test Result”** - This test result is self-explanatory and is determined by the laboratory. A not consistent with human urine or substituted test result has the same consequences as a confirmed positive test result.
 18. **“Positive Test Result”** - A positive test result indicates that the alcohol level is .04 BAC or above and/or the laboratory and MRO have confirmed an illegal/unauthorized drug(s) in the person’s system as described in this Program.
 19. **“Possession”** - Actual or constructive care, custody, control or immediate access to illegal or unauthorized drugs or alcohol.
 20. **“Prohibited Substances and Items”** include:

Illegal or legal drugs that have not been legally prescribed for the individual and controlled substances, “look-alike”, designer and synthetic drugs and mood or mind altering substances;
 - a) Prescribed drugs used in a manner inconsistent with the prescription;
 - b) Alcoholic beverages; and

- c) Substance paraphernalia in the possession of or being used by an employee on the job, excluding any substance or paraphernalia prescribed by a physician and being used in a manner consistent with the prescription.
21. **“Reasonable Cause”** – An employee’s excessive tardiness, excessive absenteeism, poor job performance, and/or erratic behavior such as noticeable imbalance, incoherence, and disorientation. This definition is only illustrative and would lead a trained person to reasonably suspect that an employee is “under the influence” of intoxicating liquor or illegal (or misused prescription) drugs requiring an objective criteria be used.
22. **“Reasonable Suspicion”** - A belief based on objective and articulated, written facts sufficient to lead a supervisor, who has received the proper training, to suspect that drugs and / or alcohol might influence an individual’s behavior. **Reasonable Suspicion / Cause Documentation**, should be utilized when an Employee is suspected of alcohol and / or drug use by actions, appearance or conduct, which constitutes a noticeable change in the person's appearance and / or behavior. Employees testing for reasonable suspicion shall have the right to have their Job Steward notified.
23. **“Safety Sensitive”** - An exposure to operations where failure could result in serious harm to public or employee well-being, company property, or the environment. Supervisors of company personnel are included.
24. **“Substance Abuse Professional (SAP)”** – A Substance Abuse Professional is a person who meets one of the following requirements:
- i. Is a licensed physician (Doctor of Medicine or Osteopathy)
 - ii. Is a licensed or certified social worker
 - iii. Is a licensed or certified employee assistance professional
 - iv. Is a Drug and Alcohol Counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium on Alcohol and other Drug Abuse (ICRC)

In addition to meeting one of the above requirements, a SAP must also have the basic knowledge and qualification training that meets the requirements as defined in 49 CFR, Part 40.281, Subpart O of the Federal Motor Carriers Safety Regulations.

25. **“Substance Testing”** – Drug and alcohol analysis by means of breath, urine, blood, and/or saliva.
26. **“Third Party Administrator” (TPA)** – Construction Data Services (CDS) is an independent third party professional organization that will implement and monitor the Program and its contents, including, but not limited to, pre-access testing; collection sites; random selection; random testing; auditing of program integrity; and updating and maintaining the Program to keep pace with current and developing trends in the field of substance abuse and testing.
27. **“Under the Influence”** - The presence of a **PROHIBITED SUBSTANCE** in body fluids or breath that affects the individual in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty in maintaining balance. “Under the Influence” for alcohol refers to a breath alcohol content of .04 or greater.
28. **“Unsuitable Test Result”** - The laboratory determines that the specimen contains a foreign contaminate or the individual has ingested fluids to mask the illegal/unauthorized drug but the levels are not in the range to legally determine if the specimen is adulterated or substituted. An unsuitable test result will require the individual to provide another sample under observation.
29. **“Worker Status”** - CDS will maintain a database of employees indicating their current status in the Program. A worker's status shall indicate his compliance or non-compliance with the Program's terms and conditions as follow:

- a) **Active Status:** employees who have been subject to and have complied with the Program's terms and who therefore are eligible for immediate placement without having to take another drug test.
- b) **Inactive Status:** employees who have missed a random test through no fault of their own (not willful), or who have had a diluted or unsuitable test result and need to be re-tested.
- c) **No Test Status:** employees who have not provided a drug test under this program. Employees with a No Test Status will be subject to a random selection over a thirty-six (36) month period at an annualized rate of thirty-three (33%) percent. After thirty-six months, all remaining employees with a No Test Status will be required to provide a drug test.
- d) **Pending Status:** employees who have provided a specimen but the final results have not been received from the laboratory and/or MRO. Also includes an employee's temporary inclusion in the database pending the receipt of a post-accident, enrollment or random test result. **An Employer cannot refuse a referred employee based on that employee being listed in "Pending Status", unless test is due to post-accident or reasonable suspicion.**
- e) **Random Status:** employees who have been selected for a random drug test and have not yet been tested. **An Employer cannot refuse a referred employee based on that employee being listed in "Random Status".**
- f) **Reinstate Status:** employees who have been suspended for violation of the Policy and must complete the reinstatement requirements prior to being returned to Active status.

ARTICLE 3 PROGRAM STATEMENT

1. This is to notify all employees that the use, abuse, or reporting to work under the influence, bringing onto the worksite, the unlawful manufacture, distribution, possession, transfer, storage, concealment, transportation, promotion or sale of illegal and unauthorized drugs, controlled substances, alcoholic beverages or drug related paraphernalia by employees is strictly prohibited and is a violation of this Program and subject to disciplinary action, up to and including, immediate termination.
2. Employees using prescription medication, which according to their physician(s) has physical or mental side effects that could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.
3. Each employee must acknowledge in writing his acceptance of the Program and provide consent to be tested for drugs and alcohol and authorize release of the results to Construction Data Services (CDS) (the Third-Party Administrator), Communicators, the clinic, the laboratory, the MRO and the Union. An example of such consent form is attached, though any form chosen by CDS may be used.

ARTICLE 4 PROGRAM ADMINISTRATION AND AUDIT

The development, implementation and overall responsibility of this Program shall be the joint responsibility of the Employers and the Union.

CDS will provide the daily administration and management of the Program. CDS shall make testing records available so as to meet the requirements of federal, state and / or local agencies, the contractual requirements of Employers and upon request to the parties of a grievance initiated by the employee or Union.

To the extent that the District Councils promote, endorse, or are otherwise associated with the adoption and use of the CDS service in any employment context, CDS agrees to fully defend, hold harmless and indemnify The Great Plains Laborers' District Council, The Southern and Central Illinois Laborers' District Council, Twelve Counties Southwestern Illinois Laborers' District Council and their affiliated Local Unions and LECET Funds, The Associated General Contractors of Illinois, The Central Illinois Builders of AGC, Southern Illinois Builders Association, The Southern Illinois Contractors Association, The Masonry Institute, and Employer members and Communicators from any and all claims, damages, losses, lawsuits, verdicts, judgments, or other adverse consequences stemming from any action of CDS in respect to the work performance of its drug testing services, or any action or failure to act by any CDS employee, agent, or subcontractor under the operative Drug Testing Services Agreement to the fullest extent permitted by law.

CDS also will add the aforementioned parties as additional insured under any liability or liability by contract rider that it provides to Owners mandating or requiring drug testing services used under this Agreement. Furthermore, CDS agrees to provide the aforementioned parties with appropriate evidence of insurance coverage including certificates of insurance and liability policy riders in amounts sufficient to cover the potential loss and acceptable to the contracting parties in the local area.

ARTICLE 5 MEMBER ASSISTANCE PROGRAM (MAP)

The Program recognizes that chemical dependency and other medical behavioral conditions are highly complex problems, which often can be successfully treated. Each employee is responsible for seeking help before an alcohol or drug problem leads to disciplinary action. The employee's decision to seek assistance (Self-Referral) prior to a violation of the Program will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. Employees are encouraged to contact their Health and Welfare Program or the Midwest Region Laborers' Health and Safety Fund for assistance.

ARTICLE 6 TRAINING AND EDUCATION

1. Designated employees of the Employer and/or Union ("Communicators") will be provided training and education in their responsibilities and administration of the Program by CDS. The time and location of such training and education shall be determined by mutual agreement between CDS, the Employer and the Union.
2. CDS will provide training and education to supervisory personnel responsible for determining whether an employee must be tested based on reasonable cause/suspicion. Training shall cover the specific, contemporaneous physical, behavioral and performance indicators of drug and / or alcohol abuse.

ARTICLE 7 SUBSTANCE ABUSE TESTING PROTOCOLS

Employees will be required to undergo substance abuse testing to determine the use of any illegal or unauthorized drug, alcohol or substances prohibited by the Program.

- A. CONFIDENTIALITY:** An employee's expectation of privacy and confidentiality is a top priority of this Program. Accordingly, all testing records will be considered confidential and will only be released upon written consent of the employee, except that such information will be released, regardless of consent, upon issuance of a subpoena compelling release of such information from a duly situated and authorized administrative or judicial forum, to Workers Compensation carriers and the Unemployment Compensation Commission in which the test results are a material issue or the parties of a grievance initiated by the employee or Union in which the test results are a material issue.
- B. SAMPLE COLLECTIONS:** Certified Collection Specialists and Breath Alcohol Technicians will collect all samples, utilizing Substance Abuse and Mental Health Services Administration (SAMHSA) procedures to insure both proper chain of custody protocols and employee confidentiality. All samples will be collected with concern for each employee's personal privacy,

dignity, and confidentiality. CDS will provide the following three (3) options for substance abuse collections:

1. **Mobile On-Site Collections:** CDS certified collectors may be available to conduct the substance abuse collections at the job site or the Employer's office
2. **Clinical Collections:** CDS has made arrangements with clinical collection sites throughout the state of Illinois for testing of employees. These collection sites consist of Quest Diagnostics Laboratory facilities, hospitals and occupational medicine facilities.
3. **CDS Office Collections:** If practical and feasible, CDS will consider establishing additional offices throughout the state of Illinois, which would provide other options for testing of workers.
4. In the event the urine specimen collection process has started and the employee fails to produce a sufficient amount of urine in order for analysis to be performed, before the collection process can be deemed as a refusal to take a required drug test, the procedures as described in 49 CFR part 40.193 Subpart I of the Federal Motor Carrier Safety Regulations must be followed.

C. TYPES OF TESTING TO BE CONDUCTED: The following types of testing will be conducted by use of urine, blood, saliva or breath:

1. **Enrollment Testing:** New prospective employees are subject to drug and alcohol testing to ascertain whether an applicant is capable of safely performing the duties and meeting the prerequisites of the employment offered.
2. **Pre-Access Testing:** Employees shall remain subject to the testing requirements of the Customer for which they are working unless otherwise excluded by the Customer.
3. **Grandfathering:** The Company can "grandfather in" workers who provided a negative drug and/or alcohol test within the previous ninety (90) days when the previous negative drug and alcohol test result **meets or exceeds** the standards of this Program as verified by CDS.
4. **Random Testing:** Employees and all individuals on Local Union Referral Lists shall be subject to unannounced random drug testing. Random selections will be made twelve times a year at an annualized rate of twenty-five (25%) percent. The Program may select a higher percentage of total participants during the months of March through October of each year. Random selections will be made by use of a computer generated numerical program designed to ensure that no employee can be singled out. A random test will be required of individuals who have not been tested within a thirty-six (36) month period from the last test date. Upon notification of workers selected for random testing, the Union Communicator shall, within twenty-four (24) hours, notify the Employer Communicator of individual(s) selected for testing. The Employer Communicator shall locate and notify the employee / member within seventy-two (72) hours. Once the Employer Communicator notifies the employee / member, the employee / member is required to immediately contact the Union Communicator to verify that he has been notified. Within eight (8) hours or prior to the end of the shift, the employee / member should then report to a collection site for testing. It shall be the Employer's responsibility, if so desired, to obtain written verification showing date and time of notification, via employee signature, to substantiate Employer's compliance regarding notification.
5. **Post-Accident / Incident Testing:** Employees shall be required to take a drug and alcohol test after having been involved in, or after causing, an accident or incident, which caused or could have caused personal injury or damage to equipment or property. Testing of employees will be consistently/equally applied to all employees. Drug and alcohol testing by use of

blood will only be used for post-accident/incident testing and only when the employee is physically unable to provide a normal urine drug and/or breath test.

If testing under this policy is ever required of an employee who is in need of medical attention, necessary medical attention will not be delayed in order to collect the specimen. However, such an employee shall promptly, upon request, provide the necessary authorization for obtaining hospital reports and records and any other information at the time the need for medical attention and/or testing arose.

The Company will make transportation arrangements for any employee to be tested following the mandatory guidelines of the Department Health and Human Services (DHHS). The potentially affected employee should not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity enroute to the collection site for the employee to ingest anything that could affect the results.

6. **Reasonable Suspicion/Cause Testing:** Employees will be subject to a drug and alcohol test based on reasonable and articulated belief that an employee is using or has recently abused drugs, alcohol or substances prohibited by this Program. A decision to test will be based on specific physical, behavioral or performance indicators and documented by a Supervisor who has received training in the detection of possible symptoms of drugs and alcohol use and must be witnessed by a second supervisor.

During the process of establishing reasonable cause for testing, the employee has the right to request that his on-site representative (Job Steward) be notified.

The Company will make transportation arrangements for any Employee to be tested following the mandatory guidelines of DHHS. The potentially affected employee should not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity enroute to the collection site for the employee to ingest anything that could affect the results.

7. **Periodic Testing:** A test will be required of individuals who have not been tested within a thirty-six (36) month period.
8. **Return To Work, Post Treatment, Rehabilitation Testing:** Employees shall be required to successfully pass a drug and alcohol test upon release from an approved rehabilitation and/or assessment program prior to being returned to work.
9. **Probationary Status / Follow-up Testing:** Individuals who have previously tested positive for drugs and/or alcohol and upon completion of the Reinstatement Requirements of the Program will be subject to additional random testing for a period of up to twenty-four (24) months at an annualized rate of fifty (50) percent. During this period, the Program has the right to conduct six of these additional random tests in the first twelve (12) months.
10. **Retest:** Individuals receiving a confirmed positive test result shall have the right to request that their original sample be retested by a SAMHSA certified laboratory of their choice. The request must be made to the MRO within twenty-four (24) hours of the notification of a confirmed positive test. The employee requesting the retest shall pay the initial cost for a retest in advance to the MRO.

In the event that said retest should prove to be negative, the employee shall be reimbursed for the cost of the test, paid any back wages lost, and made re-eligible for hire if work is available or reinstated as an employee provided work is available with the Employer.

11. **Federally Mandated Testing:** Any employee, for whom testing is mandated under a Federal Substance Abuse Testing Program, will remain subject to such testing notwithstanding the requirements of this Program.

D. **SPECIMEN ANALYSIS:** All samples collected under this program will be analyzed by a SAMHSA certified laboratory, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Said testing must screen, at a minimum, for the following substances and below the following levels to result in a negative test:

<u>Drugs Tested</u>	(EMIT) Initial Test Cut-Off Level (ng/ml)	(GC/MS) Confirmation Test Cut-Off Level (ng/ml)
Amphetamines	1000	500
Barbiturates	300	200
Benzodiazepines	300	200
Cannabinoids (Marijuana - THC)	50	15
Cocaine Metabolite	300	150
Methadone	300	200
Methaqualone	300	200
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Propoxyphene	300	200
Breath/Blood Alcohol Content (BAC)	.04%	.04%

1. The Program shall have the right to change the drugs tested, the cut-off levels and the analysis procedures as new technology in substance abuse testing warrants.
2. Workers who provide two (2) subsequent diluted test results under this Program will be required to seek medical assistance to determine if there is a valid medical reason for the diluted results. If a medical reason cannot be determined or if the worker refuses to seek medical assistance, the third (3rd) test and all remaining tests (if necessary) will be at the individual's expense.
3. Any worker who provides an unsuitable test result will be required to have subsequent drug tests observed.
4. Blood, saliva or breath screen tests are acceptable for alcohol testing.
5. Saliva screening for alcohol will utilize the QED-A150, which gives a quantitative reading (a range of alcohol from 0 – 150 mg/dl). If the QED-A150 registers any level equal to or greater than 20 mg/dl (.02%), then a DOT-approved Breath Alcohol Test will be performed. A screening level less than 20 mg/dl (.04%) is considered negative.

E. **RECORD KEEPING:** Hard copy testing results shall be maintained by the TPA for the following specified periods:

- Negative test results will be maintained for one (1) year
- Positive test results will be maintained for five (5) years
- Rehabilitation records will be maintained for five (5) years.

ARTICLE 8 POLICY VIOLATIONS

- 1) The following are consequences for violation of the Policy (The consequences for violation under The Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program Substance Abuse and Drug Testing Apprentice Policy will supersede this Policy when an apprentice is tested under this Policy):

- a) **First Violation of Policy:** An employee who tests positive for the first time will be ineligible for employment for fourteen (14) days from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- b) **Second Violation of Policy:** An employee who tests positive for the second time will be ineligible for employment for forty-five (45) days from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- c) **Third Violation of Policy:** An employee who tests positive for the third time will be ineligible for employment for six (6) months from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- d) **Violations of the Policy Greater than Three:** Each positive result greater than three will result in an additional one year ineligible period for each violation from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- e) An employee's failure to comply with any provisions of the Program shall be cause for disciplinary action, up to and including, immediate termination and / or removal from Local Union(s) Referral List(s).

2) Determination for Violation of Policy:

- 1. A confirmed positive drug and / or alcohol test result.
- 2. Failure or refusal to sign Notice of Policy and Consent to be tested.
- 3. Failure to contact the Medical Review Officer as directed.
- 4. Failure to report as directed for testing.
- 5. The use, possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any employee in the workplace with such ingested substances for non-medical reasons.
- 6. Working, reporting to work, being in the workplace, or in a Customer / Employer owned, leased or rented vehicle while "Under The Influence" of alcohol (.04 BAC or greater).
- 7. Switching, adulterating, or attempting to tamper with any sample submitted for drug or alcohol testing, or otherwise interfering or attempting to interfere with the testing process.
- 8. Refusal to submit a specimen for testing will be viewed as a positive test and will carry with it the same consequences as specimens tested and confirmed as positive.
- 9. The use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.

3) Confirmed Positive Test Results:

A. MEDICAL REVIEW OFFICER NOTIFICATION (MRO)

After the reporting of a non-negative test by the laboratory, it will be necessary for the MRO to speak with the employee to allow the individual the opportunity to provide documentation for any legal/controlled drug(s). Employees who fail to contact the MRO within two (2) days of their notification will be reported as a non-contact positive, and will carry the same consequences as a confirmed positive test.

B. ILLEGAL AND/OR CONTROLLED SUBSTANCES

Any employee who receives a confirmed positive test result for a substance prohibited by the Program will be subject to disciplinary action, up to and including, immediate termination.

C. ALCOHOLIC OR INTOXICATING BEVERAGES

The following actions of an employee that involve alcoholic beverages are prohibited by the Program and any violation thereof and the employee will be subject to disciplinary action, up to and including, immediate termination:

- a. The consumption, possession, manufacture, distribution, use or sale of any alcoholic beverage while on or in the workplace is prohibited.
- b. The performance or attempted performance of any job function or the operation of any Owner and/or Employer property or equipment while "Under the Influence" of Alcohol.
- c. An alcohol test and confirmation result of .04 BAC or greater.

4) Reinstatement Requirements:

An individual with a confirmed positive test result cannot return to work until all of the following conditions are satisfied and if work is available:

1. The Substance Abuse Professional (SAP) notifies CDS in writing that the individual has completed or is actively participating in a Program/Company approved drug and/or alcohol assessment, treatment, and/or counseling program and that the individual is released to return to duty.
2. The employee agrees prior to returning to work to submit to a drug and alcohol test through CDS to determine the existence of foreign substances and alcohol within the system and such test is negative. The employee will be responsible for all costs incurred for this drug and alcohol test.
3. The individual agrees in writing to CDS to continue the prescribed treatment, counseling or rehabilitation as required by the SAP. If the individual does not complete the required treatment, he/she will be subject to disciplinary action, up to and including immediate termination.
4. The individual agrees to be subject to Probationary Status/Follow-up Testing.

5) Probationary Status/Follow-up Testing:

Upon completion of the reinstatement requirements, individuals will be subject to additional random testing at an annualized rate of fifty (50) percent for a period of up to twenty-four (24) months. During this period, the Program has the right to conduct six of these additional random tests in the first twelve (12) months. Any and all additional tests performed during the Probationary Status / Follow-up Testing period will be at the employee's expense.

ARTICLE 9 GRIEVANCE

All aspects of this Policy and Program shall be subject to the grievance procedure of the applicable Collective Bargaining Agreement.

ARTICLE 10 COST OF COLLECTION AND TESTING

1. The contributions to Laborers' – Employers' Cooperation and Education Trust Funds by signatory Employers will be used to fund this Program. CDS, as the Third Party Administrator, shall submit an itemized statement for the number of tests performed under this Program each month.
2. Any employee who loses time from working in order to provide a specimen(s) for drug and alcohol testing related to random, post-accident or reasonable cause will be paid wages and benefits by the Employer for the actual time lost

until the end of the regular shift, only if employee is released during his regular scheduled working hours and if the test results are negative. No wages or benefits will be paid for enrollment testing.

3. Employers failing to give notice to an employee to report for a random drug test when so notified shall be required to pay an amount equal to four (4) hours of wages and benefits for each employee that is not so directed at the wage and benefit rate as set forth in current Wage Addendums and made part of the Agreement; such amount shall be payable to the relevant LECET Fund. It shall be the Employer's responsibility, if so desired, to obtain written verification showing date and time of notification, via employee signature, to substantiate Employer's compliance regarding notification.

ARTICLE NO. 37 SCOPE OF AGREEMENT

This agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding, which is not embodied herein, shall be of any force or effect upon the parties hereto.

Should any provision of this contract be contrary to, or in violation of any applicable existing or future law, then such provision in such event shall be void and of no force and effect, but all other provisions of this contract shall continue in full force and effect, and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this contract not contrary to law.

ARTICLE NO. 38 CODE OF PERFORMANCE

Code of Performance as adopted by the General Executive Board on June 1, 2010. Adopted by East St. Louis Laborers' Local #100.00

ARTICLE NO. 39 INDIVIDUAL CONTRACTORS

By signing this Agreement which has been negotiated by and between the Southern Illinois Builders Association, Southern Illinois Contractors Association, and the Affiliated Local Unions of the Twelve Counties Southwestern Illinois District Council of the Laborers' International Union of North America (hereinafter "Union"), the undersigned Employer agrees to abide by all the Articles, stipulations and fringe benefits contained herein. By signing this Agreement, the undersigned Employer also agrees to be bound by the terms and conditions of any amendments, extensions, or changes in this Agreement that are agreed upon by the Union and the Employer Associations. Additionally, the undersigned Employer agrees to be bound by the terms and conditions of all subsequent and successor agreements to this Agreement negotiated by the Union and the Employer Associations, unless the undersigned Employer notifies the Union in writing of its desire to terminate this Agreement or any subsequent agreement at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the respective agreement. Further, the undersigned Employer agrees that notice served by the Union upon the Employer Associations and Mediation Service for reopening and termination or commencement of negotiations shall constitute appropriate notice upon and covering the undersigned Employer signatory hereto for all purposes. In no event shall the Employer Associations have an obligation to independently notify individual employers signatory to this Agreement.

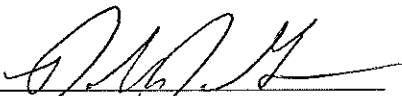
SIGNATORY AGREEMENT

The undersigned Company hereby agrees to and is bound by the Collective Bargaining Agreement (Contract), effective August 1, 2016 thru July 31, 2019 between the Southern Illinois Building Association, Southern Illinois Contractors Association, Masonry Institute of Southern Illinois Signatory Employers and Laborers' Local 100, and also agrees to be bound by all renewals, changes or extensions thereto made by the original parties, unless notice of termination is given to the Union by the undersigned not less than sixty (60) days but not more than one hundred twenty (120) days prior to any termination date. This applies to all jobs within the area covered by the Contract.

I have either received or had the opportunity to receive and read the Contract before signing this Agreement. No officer, representative, or agent of Laborers' Local 100, or any of its affiliated locals, has the authority to modify this Contract or this Signatory Agreement in any way without the express written authorization of Laborers' Local 100 Business Manager, and any such purported modification, oral or written, is null and void and of no legal effect. In addition, no change may be made in the fringe benefit obligations of this Contract without the approval of the board of Trustees of the affected Fund.

LABORERS LOCAL 100

P.O. Box 540
Caseyville, IL 62232
(618) 397-8555

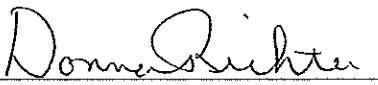
BY 
(Robert Green)

TITLE Business Manager

Date 7/20/16

SOUTHERN ILLINOIS BUILDERS ASSOCIATION

1468 Green Mount Road P.O. Box 1390
O'Fallon, IL. 62269
(618) 624-9055

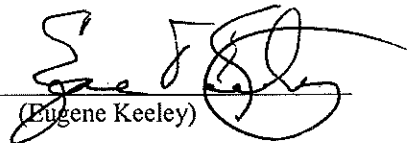
BY 
(Donna Richter)

TITLE Chief Executive Officer

Date 7/20/16

SOUTHERN ILLINOIS CONTRACTORS ASSOCIATION

1468 Green Mount Road P.O. Box 1390
O'Fallon, IL. 62269
(618) 624-9055

BY 
(Eugene Keeley)

TITLE _____

Date 7/29/16

EMPLOYER:

COMPANY _____

ADRESS _____

PHONE NO. _____

FAX NO. _____

TO BE SIGNED BY OWNER OR CORPORATE OFFICER

BY _____
(Print Name)

(Title)

BY _____
(Signature)