GREAT PLAINS LABORERS DISTRICT COUNCIL
AND
LABORERS INTERNATIONAL UNION
OF NORTH AMERICA
LOCAL 231
PEKIN, ILLINOIS

BUILDING AND CONSTRUCTION AGREEMENT

TAZEWELL (Except the Old City Limits of East Peoria),
AND FULTON COUNTIES

MAY 1, 2017 thru APRIL 30, 2020
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GREAT PLAINS LABORERS’ DISTRICT COUNCIL
AND
LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA LOCAL #231
Pekin, Illinois

AGREEMENT

This Agreement is executed this 1st day of May, 2017, by and between the Great Plains Laborers’ District Council and Laborers’ International Union of North America, Local #231, of Pekin, Illinois, hereinafter referred to as the "Union", and the Builders Association of Tazewell County, Inc. representing Tazewell and Fulton counties for and on behalf of those Employers whom it is authorized to represent, and to the extent to which such authorization permits in its relations with the Union, hereinafter referred to as the "Employer". The Employer also refers to any Employer not a member of the Association who executes this collective bargaining agreement with the Union.

This Agreement shall be in full force and effect for all items covered throughout, through April 30, 2020, and shall continue in effect from year to year thereafter, unless notice of termination is given in writing by either party to the other party at least sixty (60) days prior to May 1, 2020, or any May 1 thereafter.

Within sixty (60) days prior to May 1, 2020, the Union may serve notice to reopen this Agreement for purposes of negotiation of any terms covered by this Agreement or properly the subject of collective bargaining. If after such reopening the parties are unable to agree, the Union may, following a written ten (10) day notice of intent to do so, engage in a strike for the purpose of securing its demands and no other provisions of this Agreement shall bar such action.

The Local Unions may distribute any part of the negotiated wage increase into existing negotiated funds, provided that such increase is requested to the Association at least sixty (60) days prior to its effective date on each anniversary of this Agreement. Changes in contribution amounts to any of the funds listed shall only be made annually on the Agreement’s anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Dept. of Labor. When the Union notifies the Association of its request, an addendum in writing describing such change(s) shall be incorporated into this Agreement.

Individual employers signatory hereto who are not members of the said Association agree to be bound by any amendments, extensions, or changes in this Agreement agreed between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless ninety (90) days prior to the expiration of this or any subsequent agreement said non-member employer notifies the Union in writing that it revokes such authorization. Further, said non-member employer agrees that notice served by the Union upon said Association and mediation service for reopening, termination, or commencement of negotiations shall constitute notice upon and covering the non-member employer’s signatory hereto.
ARTICLE 1
SCOPE AND CLASSIFICATION OF WORK

This Agreement shall be in effect within the territorial jurisdiction of the Laborers' International Union of North America, Local 231, Pekin, Illinois.

The Employer agrees to employ members of Local 231 in good standing and carrying regular working cards from the Laborers International Union of North America. The Union agrees on its part to do all in its power to honorably further the interests of the Employer, providing the Employer secures his men through designated representatives of Local 231.

Work performed under or pursuant to this Agreement shall specifically include work which is performed in the following job classifications:

Asbestos Abatement Removal
Carpenter Tender/Helper
Tool Cribmen
Cleaning and Oiling of Machinery and Tools
Fireman or Salamander Tenders/ Helpers
Flagmen
Gravel box men
Form Handlers
Material Handlers
Fencing Laborers
Cleaning Lumber
Pit Men
Material Checkers
Dispatchers
Landscapeers
Unloading Explosives
Laying of Sod
Planting of Trees
Removal of Trees
Pile Driver Helpers
Asphalt Plant Helpers
Wrecking Laborers
Fireproofing Laborers
Surveyors and Instrument Men Helpers
Janitors
Driving of Stakes, String Lines for All Machinery
The unloading and Laborers with Steel workers and re-bars
Mason Tenders/ Helpers
Scaffold Workers
Laborers with De-Watering Systems
Plaster Tenders/ Helpers
Truck Driver Helper to Load and Unload Materials
Handling of materials treated with oil, creosote, asphalt and/or foreign material
   harmful to skin or clothing by any mode or method
Track Laborers
Cement Handlers
Concrete Workers (Wet)
Chloride Handlers
Tunnel Helpers in free air
Batch Dumpers
Kettle and Tar Men
Tank Cleaners
Plastic Installers
Motorized Buggies or Motorized Units used for wet concrete or building materials
Sewer Workers
Vibrator Operators
Mortar Mixer Operators
Cement Silica, Clay, Fly Ash, Lime and Plaster Handlers (bulk or bag)
Cofferdam Workers
On concrete paving, placing, cutting and tying of reinforcing
Deck hand, dredge hand and shore laborers
Bank men on floating plant
Asphalt workers and layers with machine
Grade checker, dumpmen, and spotter where grade is to be established
Power tools
Chain saw operators
Jackhammer and drill operators
Air tamping hammerman
Tree topping
Signaling and spotting of Rigs and Equipment
Concrete Forms erected by Carpenters with Laborers tending/helping them will be stripped by a
   composite crew of Laborers and Carpenters
Stripping concrete forms not erected by Carpenters will be the work of the Laborers
High pressure waste jetting workers
Caisson workers plus depth
Gunnite Nozzle men
Lead man on sewer work
Welders, Cutters, burners and torchmen to include but not limited to scrap
Layout man and/or tile layer
Steel form setters - street and highway
Concrete saw operator
Screenman on asphalt pavers
Front end man on chip spreader
Laborers tending/helping masons with hot materials or where
   foreign materials are used
Multiple concrete duct - leadman
Lutenan
Curb asphalt machine operator
Ready mix scalemen, permanent, portable or temporary plant
Laborers handling masterplate or similar materials
Air Track Drill
Hazardous and Toxic Waste
Laser beam operator
Concrete burning machine operator
Coring machine operator
Underpinning and shoring of buildings
Dynamite shooter
Setting and Using of all laser beam equipment
Setting up and Using of all concrete burning bars whether burning concrete or any type of material
Operation of high pressure water jetting (over 3000 PSI) gun
Lead base paint removal

Tenders/Helpers: Tending/Helping masons, plasters, carpenters, and other building and construction crafts, and mixing, handling, and conveying all materials used by masons, plasterers, carpenters, and other building and construction crafts, whether done by hand or by any other process; drying of plastering when done by salamander heat, and cleaning and clearing of all debris. The cooking and handling of all asphalt for flooring.

Rods: The straightening, threading, and making up of all kinds of rods and bolts in their entirety. The stripping of buttons, tailors, and bracing.

Railroad and Chimney Work: All work covering the erection and demolition of all types of chimneys shall be governed by the Laborers International Chimney Agreement that prevails for this area.

All work pertaining to Railroad Work shall be governed by the Laborers’ International Railroad Agreement that prevails for this area.

Scaffolding: Building of scaffolding and staging for masons and plasterers.

On all heavy industrial projects including but not limited to: all types of powerhouses, and any and all types of manufacturing plants involved with liquid, and gas or mechanical production. There shall be a minimum of one (1) laborer for every carpenter employed for the purpose of building/dismantling scaffold. The laborer will be assigned to: stock all scaffold at the point of installation, be the first person in the pass line, remove scaffold from the point of installation, move the scaffold to and from all locations on site, load and unload scaffold (including hardware) by hand or rigging if done by power to or from the site when leaving or arriving at the project, racking and banding of all scaffold, inventory of scaffold and hardware, and maintain the scaffold yard and any on site moving of scaffold and hardware.

Excavations and Foundations: Concrete for walks, foundations, floors, or for any other construction, mixing, handling, conveying, pouring, guniting, and otherwise applying concrete, whether done by hand or any other process, working, stripping, dismantling, or handling concrete forms and false work, building of centers for fireproofing purposes.

It is the work of the laborer to operate walk-behind and platform-mounted (for standing) small equipment used for loading, excavating, grading, material moving and related activities.
Streets, Ways, and Bridges: Work in excavation, preparation, concreting, paving, ramming, curbing, and surfacing streets, ways, courts, underpasses, overpasses, and bridges, and all grading landscaping thereof, and all other semi and unskilled labor connected therewith.

Tunnels, Subways, and Sewers: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, aqueducts, culverts, flood controls, and airports.

Underpinning and Shoring: Shoring, underpinning, raising, and moving of all structures.

Drilling and Blasting: All work of drill running and blasting.

Compressed Air: All work in compressed air construction.

General Excavating and Grading: The clearing, excavating, filling, backfilling, grading, and landscaping of all sites for all purposes, and all semi and unskilled labor connected therewith.

Factories: Laborers in factories and mills.

General Laborers: All Laborers in shipyards, material yards, junk yards, cemeteries, and the cleaning of streets, ways, and sewers, and all Laborers work of an unskilled and semi-skilled nature.

Pits, Yards, and Quarries: All drillers, blasters, signal men, and laborers in quarries, crushed stone yards, and gravel and sand pits.

Wrecking: The wrecking of building and all structures.

Concrete Specialist

During total wrecking and gutting of buildings (not to include remodeling work), employees engaged in the demolition of walls and other structural members. (Removal of any and all debris, after the building has been razed shall be paid at the regular rate). All other labor work not listed in classification above, the rate shall be established by agreement between the Employer and Business Manager.

The Employer recognizes the right of the Union to claim jurisdiction of all classifications of work mentioned in this Agreement subject to the provisions of Article 28 (JURISDICTIONAL DISPUTES) of this Agreement.

ARTICLE 2
PRE-JOB CONFERENCE

If the Union or the Employer request a Pre-Job Conference prior to Commencement of work, it shall be held. At the Pre-Job Conference the Employer shall advise the Union of its requirements as to the workmen required in the respective classifications, the probable starting date, duration of the job, and the working schedule.

Should any Employer refuse calling a Pre-Job Conference, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this agreement, and the Union shall have the right to strike and picket. It will not apply providing the job constitutes not more than five (5) working
days. It is agreed that a Contractor working within the jurisdiction of Local Union #231, shall notify the Business Manager before starting to work.

**ARTICLE 3**
**UNION SECURITY**

All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members in good standing in the Union as a condition of their employment, on the 8th day following the beginning of their employment, or the effective date of this contract, whichever is later, as authorized in Sec. 8(f) of the National Labor Relations act as amended. It is agreed by both parties that employees who do not belong to the Union may voluntarily join the Union any time within the eight day period.

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

**ARTICLE 4**
**RECOGNITION**

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

**ARTICLE 5**
**REFERRAL CLAUSE**

The Employer shall request referral of employees from the Union for each of its projects, and shall not circumvent the Union by hiring directly and without affording the Union an opportunity to make referral of applicants for employment. When the Employer requires employees, the Employer shall notify the Union, and shall allow forty-eight (48) hours for referral of prospective employees. After the expiration of forty-eight (48) hours, if the requested referral is not met, the Employer may proceed to fill vacancies. The Union shall maintain a list of persons eligible for employment and shall not discriminate in making referrals against any individual because of his race, sex, color, or creed, or his membership or
non-membership in the Union. The Employer, in requesting referrals, shall notify the Union of the nature of the work to be performed and the classification and qualifications of employees desired to enable the Union to make proper referral of applicants. The right to hire shall be vested in the Employer and shall be separate and distinct agents.

Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists.

Recall - Employers may request former employees for referral to a job or project, and the Union Referral Office shall refer said former employees to the job or project provided they are properly registered applicants in the Referral Office, are available for work at the time of request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within the past twelve (12) months prior to the request.

Registration and referral of applicants shall be by groups as set out below. Apprentices shall be referred under a separate out-of-work list.

**Group A** - All journeymen who have been employed by a contractor signatory to a collective bargaining agreement within the Construction Industry for nine hundred (900) hours as a construction laborer in the geographical area embraced by the Referral Office where the work is to be performed within the last two (2) years.

**Group A-1** - All apprentices will be on the A-1 list. Apprentice Applications will be taken at the Local Union Halls on the first Tuesday of each month from 10:00 a.m. to 12:00 a.m.

The term of apprenticeship shall be approximately three (3) years and 600/3000 hours of on the job diversified work and training, excluding time spent in related instruction. When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee for individual apprentices’ demonstration exceptional skill and technical knowledge competencies in any module or major component of the work process.

The schedule that follows provides for three (3) equal periods of 200/1000 hours of work and training each year:

(a) First year 75% of the journeyworker rate and full fringe benefits
Second year 85% of the journeyworker rate and full fringe benefits
Third year 95% of the journeyworker rate and full fringe benefits

Employers will be notified of the correct percentage of the journeyworker rate for each apprentice by the Fund Administrator.

**Ratio and Supervisor.**

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

Apprentices shall work under the supervision of competent and qualified journeyman laborer on
the job. Instruction in safety and safe work practices will be a part of job instruction in addition to
that included in related instruction and in special off-job courses.

(b) The Employer agrees that by signing this Agreement he becomes bound by and a party to
the Agreement and Declaration of Trust creating and establishing the Illinois Laborers' &
Contractors' Joint Apprenticeship and Training Trust Fund, and all amendments thereto whenever
adopted, in the same manner and with the same effect as if the Employer had executed such
Agreement and Declaration of Trust. The Employer hereby designates as his representative such
Trustees as may be, from time to time, appointed to serve as Employer Trustees herein.

Group B - All journeyman who have been employed by a contractor signatory to a collective
bargaining agreement within the Construction Industry for four hundred fifty (450) hours as a journeyman
construction laborer in the geographical area embraced by the Referral Office where the work is to be
performed within the last two (2) years.

Group C - All journeyman who have been employed by a contractor signatory to a collective
bargaining agreement within the Construction Industry for two hundred (200) hours as a journeyman
construction laborer during the past two (2) years in the geographical area embraced by the Referral Office
where the work is to be performed.

Group D - All applicants not qualifying for Groups A, B or C. In order for a referral to move from
the “D” list to the “C” list the referral must have been employed by a contractor signatory to a collective
bargaining agreement within the Construction Industry for nine hundred (900) hours as a journeyman
construction laborer during the past two (2) years in the geographical area embraced by the Referral Office
where the work is to be performed.

All referrals, based on hours worked, within the A, B, C and D classification, shall move a maximum of
one group per calendar year effective January 1. The referral must continue to have worked the minimum
hours in their classification, A, B, C or D, or he will be moved to the appropriate list January 1. Hours
worked will include training hours and injury hours as actual hours worked. Referrals who are off due to
illness for a minimum of two (2) weeks with a doctor’s statement will remain on the current out-of-work list.

All journeymen registering for active employment shall set forth their name, address, telephone number
and state any skills the applicant possesses and the jobs the applicant is able to perform including any
relevant licenses or certifications. Blank applicant referral forms will be available at the Union’s referral
office. The Local Union will complete an out-of-work list consisting of the journeymen and apprentices
who have registered their availability for referral.

If a registrant, referred for employment in regular order, refuses or is unavailable for three (3) consecutive
referrals, his name shall be placed at the bottom of the list unless the applicant has given the Local Union
notice in writing of unavailability for a period not to exceed thirty (30) days.

Referral of members in Local 231’s jurisdiction will be by telephone. All members will be required to have an active phone number listed with the Local Union office in order to be referred to work. Referral to projects will be between the hours of 6:00 a.m. to 9:00 a.m. and 2:00 p.m. and 5:00 p.m. or as the contractors’ request. Emergency referrals made outside the designated dispatch hours would also be made in order; however, applicants who are unavailable or refuse such referrals will not be penalized. Upon registration, applicants will designate themselves as available for referral within a region. Once an applicant has thus classified him or herself, all penalties regarding refusals and unavailables, for any job in the region, will apply. The Union will be operating with multiple, regional referral lists.

In the event that the Union, trying to fill an Employer’s request, has exhausted all possible applicants for referral from that region’s list and still requires more workers, the office may move on to the next, closest list. However, applicants who refuse such referrals or are unavailable under these circumstances will not be penalized.

The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive three (3) days’ pay at straight time if employed.

The Employer may request employees possessing special skills and abilities, in which case the Union shall refer the first applicant on the list who possesses such special skills and abilities. When a laborer cannot qualify for the specific work needed, he shall be paid for the time worked only. The employer shall confirm such request in writing to the Union, within forty-eight (48) hours following an oral request. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within forty-eight (48) hours, the Employer may employ applicants directly, subject to the Union’s Security clause in Article 3. In such event, the Employer shall notify the Union Office of the names of the persons employed and the dates of the hirings; such notice shall be given within twenty-four (24) hours of the hiring.

The Employer agrees that the Union will not be held responsible for the acts, beyond their control, tortious or otherwise, or failure to act, and caused by those applicants it refers.

If the Employer does not conform to this referral clause, the Union, upon twenty-four (24) hours notice, has the right to strike that contractor.

The short term referral provisions herein are inapplicable and the applicant will be removed from the out of work list if the applicant takes any action within the first three (3) days of employment designed to manipulate this provision of the Job Rules, such as voluntarily quitting or requesting to be laid off or discharged from a job to which he or she is referred.

Both counties will be referred by telephone. All members will be required to submit a maximum of two (2) telephone numbers.

The provisions relative to referral of applicants, set forth above, will be posted by the Union in its Union Hall and will be posted by the Employer at each project where notices to employees and applicants for employment are normally posted.
ARTICLE 6
KEY MAN CLAUSE

At a pre-job conference upon request of the Employer the Union may allow the use of one key man on a jobsite who need not be a member of Local 231. The Employer must demonstrate that the job to be done calls for the use of a special skill, experience or training which qualifies the key man for work on the job. The first laborer on the job and the last laborer on the job shall be from Local 231. In the event that the Union allows the use of a key man the Employer shall be responsible for securing an employee authorization card allowing the check-off of all dues, training funds, annuity funds, IAF contribution and pension and health and welfare benefits for payment to Local 231 Clearing Account. In the event that the employee does not sign the authorization or check-off card the Employer shall be responsible for direct payment of all such amounts on a weekly basis.

In the event the Employer fails to comply with this Article, the Union reserves the right to strike to obtain compliance.

ARTICLE 7
HOURS OF WORK AND WORK WEEK

Section 1. The regular work week will start on Monday and conclude on Friday. The normal work hours are between 8:00 a.m. and 4:30 p.m. Eight (8) consecutive hours exclusive of one-half (½) hour lunch period between the 4th and 5th hour after starting time shall constitute a normal work day. If the employee does not receive his one-half (½) hour lunch period as stated, he shall receive one-half (½) hour pay at the time and one half (1½) rate and be allowed a one-half (½) hour lunch period on his own time. At no time shall an employee be required to work longer than five (5) hours without a lunch period. Starting time for the work day may be changed to begin anytime between 6:00 a.m. and 9:00 a.m. by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions. Notice of such change will be given thirty-six (36) hours in advance. All employees of any Employer on the jobsite shall have the same starting time except when other arrangements are mutually agreed to.

When the regular work week starts on Monday and concludes on Friday, and the employee, because of inclement weather has worked less than forty (40) hours in that work week, Saturday shall be designated as a 'make-up' day and the employee shall be paid at the regular rate of pay. Employees will have the option of working the Saturday, make-up day.

When Laborers are employed on designated make-up day and other crafts are also employed on same project, by the same employer, and receive premium rate of pay, Laborers shall receive premium rate of pay also.

Section 2. All time worked over eight (8) hours or before the starting time or after quitting time Monday through Friday and all hours worked on Saturdays (except for those designated as 'make-up' days) shall be at the rate of time and one-half (1½). All hours worked on Sundays and holidays shall be at the rate of double time. Mortarmen may start one half (½) hour before and quit one half (½) hour before the regular crew without overtime pay Monday through Friday. The above hours (Section 1 and 2) may be adjusted, Monday through Friday, upon agreement between the Business Manager and the Employer.

Section 3. Employer, to take advantage of daylight hours, weather conditions, etc., may elect to have the
regular work week start on Monday and conclude on Thursday, but such election must be made at the
pre-job conference. The normal work hours are between 6:00 a.m. and 4:30 p.m. Ten (10) consecutive
hours exclusive of one-half (½) hour lunch period between the 5th and 6th hour after starting time shall
constitute a normal work day. Forty (40) hoursMonday through Thursday shall constitute a normal work
week. Starting time for the work day may be changed to begin anytime between 6:00 a.m. and 9:00 a.m.
by the Employer to take advantage of daylight hours, weather conditions, shift or traffic conditions.
Notice of such change will be given thirty-six (36) hours in advance. All employees of any Employer on
the job site shall have the same starting time except when other arrangements are mutually agreed to. If
the employee does not receive his one-half hour lunch period as stated, he shall receive one-half hour pay
at the time and one-half rate and be allowed a one-half hour lunch period on his own time. At no time
shall an employee be required to work longer than five (5) hours without a lunch period.

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

When Laborers are employed on designated make-up day and ten (10) hours in any one day and other
crafts are also employed on same project, and receive premium rate of pay, Laborers shall receive
premium rate of pay also.

Section 4. All time worked over ten (10) hours in any one day, or before the starting time or after quitting
time Monday through Thursday and all hours worked on Fridays (except for those designated as 'make-up'
days) shall be paid at the rate of time and one-half (1½). All time worked on Saturdays, Sundays, and
holidays shall be at the rate of double time for Tazewell County and Fulton County, except as specified
elsewhere in this Agreement.

Section 5. Any overtime will be paid to the next nearest one-fourth hour.

ARTICLE 8
SHOW-UP TIME AND REQUIRED HOURS OF EMPLOYMENT

When an Employer requests referral of a certain number of men through the Union headquarters, and these
men appear on the job or shift at the time ordered, then if not put to work, they shall be paid two (2) hours
show-up time.

When an employee employed on a job finishes work, and returns to work the following morning, he shall
be allowed two (2) hours show-up time, unless he has been notified the day before that there would be no
work.

The Employer shall not be required to pay show-up time on account of inclement weather or for
conditions beyond the control of the Employer. The Employer shall have the option on each project of
working or not working if the temperature is 10° Fahrenheit or colder.

It is agreed that when a man is called or a regular employee reports for work and the Employer is unable to
put him to work and the Employer desires that the man remain on the site of the project to be available, then the employee shall be paid continually from the regular starting time until released, or two (2) hours, whichever is longer. Any employee starting at the regular starting time and working less than one-half (½) day is guaranteed one-half (½) days' pay. After the half (½) day, employees will be paid only for actual time worked. An employee shall be deemed to have started at the regular starting time unless it is the fault of the employee for reporting or starting late.

At the option of Employer, he may require the laborers to stay on the job site during the time he is required to pay wages under this provision.

When any employee commences on a higher classification of work and works a half (½) day, he shall be paid the higher classification for a half (½) day. When any employee works over a half (½) day on a higher classification, he shall receive the entire day at the higher classification. Any employee who works part-time on the minimum rate and part time on a higher classification rate throughout the day, shall be paid the higher classification for the entire day.

ARTICLE 9
HOLIDAYS

Holidays shall be celebrated according to National Law governing same: New Year’s Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Veteran’s Day is to be celebrated the day after Thanksgiving. No work will be performed on Labor Day under any consideration, except in extreme emergency, then double time must be paid after permission to work has been given by the Business Representative.

Any employee required to work on any holiday shall not be paid less than four (4) hours pay at double time, and not less than eight (8) hours at double time, if he works over four (4) hours.

It is understood and agreed that the Employer shall not cease work on a normal work day that occurs before or after a holiday without the majority consent of his employees (all crafts) on any particular project, except a holiday falling on Sunday, the following Monday shall be considered a holiday.

ARTICLE 10
SHIFT WORK

When so elected by the contractor, shifts of at least three (3) consecutive regular work days’ duration may be worked. When two (2) or three (3) shifts are worked: The day shift shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The evening shift shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the evening shift shall receive eight (8) hours pay at the regular hourly rate for seven and one-half (7½) hours work plus twenty-five cents ($0.25) per hour.

The night shift shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the night shift shall receive eight (8) hours pay at the regular hourly rate for seven (7) hours work plus fifty cents ($0.50) per hour.
A lunch period of thirty (30) minutes shall be allowed on each shift. Shift clause shall apply on regular work week only, 8:00 a.m. Monday through 8:00 a.m. Saturday. All other work performed on Saturday, Sunday, or holidays and all hours worked other than the regular shift hours shall be paid at the rate in the individual agreements.

There shall be no pyramiding of rates and double the straight time rate shall be the maximum compensation for any hour worked.

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

SPECIAL SHIFT: By mutual agreement between the Employer and Business Manager, if the EMPLOYER is required to perform work which cannot be performed during regular working hours, an employee may work a special shift, limited to seven (7) hours work, including lunch, and receive eight (8) hours pay for the seven (7) hours work. Thirty (30) minutes shall be allowed for lunch after the completion of four (4) hours work.

No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours.

The employer's request for this special shift must include the starting date, the approximate number of men involved and the estimated conclusion date.

ARTICLE 11
PENSION, WELFARE, ANNUITY, HEALTH & SAFETY, LECET AND MIDWEST FOUNDATION for FAIR CONTRACTING FUNDS

Beginning with the effective date of this Agreement the Employer agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Local 231 Pension Fund and the Agreement and Declaration of Trust establishing Laborers' Local 231 Health and Welfare Fund, including any amendments hereto or hereafter duly adopted by the Trustees thereof. The Employer shall pay to the Pension Fund and Welfare Fund the amount listed in the attached Addendum for each straight time hour or portion thereof performed by an employee working in covered employment.

The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Local 231 Annuity Trust Fund, including any amendments duly adopted by the Trustees thereof. The Employer shall pay to the Annuity Fund the amount listed in the attached Addendum for each straight time hour or portion thereof performed by an employee working in covered employment.

On overtime hours the payments to the respective Welfare, Pension and Annuity Funds shall be one-and-one-half (1½) times the amount set out above (except for Sundays and holidays the payments to the Funds shall be two (2) times the amount set out above), for work performed within the jurisdiction of this Agreement.
The Employer and the Union recognize that they have a mutual concern regarding the health and safety of workers. These concerns are best addressed through a labor-management cooperative approach. To assure a safer and healthier situation for workers, the Employer and the Union agree to participate in the labor-management cooperation trust fund known as Laborers' Health and Safety Fund of America ("LHSFNA"). The Employer agrees to pay to the Laborers' Health and Safety Fund of North America contributions at the rate listed in the attached Addendum for each hour or portion of any hour worked for which each employee covered by this Agreement is entitled to receive pay. The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers' Health and Safety Fund of North America ("LHSFNA"), including any amendments duly adopted by the Trustees thereof.

The Employer and the Union also recognize that they have a mutual concern regarding the proper employment education of workers. These concerns are best addressed by participation within the trust fund known as the Laborers-Employers Cooperation and Education Trust ("LECE") Trust. The Employer agrees to pay to the Laborers-Employers Cooperation and Education Trust ("LECE") Trust contributions at the rate listed in the attached Addendum for each hour or portion of an hour worked for which each employee covered by this Agreement is entitled to receive pay. The Employer also agrees to make payments to and be bound by the Agreement and Declaration of Trust establishing Laborers-Employers Cooperation and Education Trust Fund ("LECE"), including any amendments duly adopted by the Trustees thereof.

The Employer agrees to pay to the Midwest Foundation For Fair Contracting contributions at the rate listed in the attached Addendum per hour for each hour or portion of an hour worked by an employee covered by this Agreement.

Payments of all fringe benefit monies shall be made by the Employer no later than the 15th day of the month following the month in which hours of covered employment were worked.

Amounts paid to an employee for holidays, vacations, or bonuses shall be considered as hours worked for the purpose of contributions to all of the respective Funds.

A failure by the Employer to make the required payments at the time specified shall be deemed a gross breach of this Agreement by the Employer and the Union shall be free to take any appropriate action including the withholding of services by employees and the publication by traditional means of the nature and cause of the dispute to other parties.

At any time during the period of this Agreement, should the Union enter into a differing Pension or Health and Welfare Plan (or other Funds as set forth above) other than the ones currently in effect, or should the Pension Fund or Welfare Fund or Annuity Fund (or any other Fund set forth herein) determine that rates of contribution on behalf of members should be lowered, then, in that event, the reduction in fringe benefit contributions shall be added to the pay rates set forth in this contract. During the term of this Agreement it may be necessary for the Pension Fund or the Health and Welfare Fund (or any other Fund set forth herein), or any combination of said Funds, to receive increases in contribution rates per hour worked by covered employees. In that event the Union or the appropriate Fund may give notice in writing to the Employer not less than thirty days from the date on which a higher rate of contributions shall take effect and the Employer agrees that it will thereafter tender the new rates of contributions to the Pension Fund or to the Health and Welfare Fund (or to any of the Funds set forth herein) and that it will deduct from the wages of employees the difference between the rates set forth in this Article and the new rates of

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contributions to the Pension Fund or Health and Welfare Fund (or any of the Funds set forth herein).

All Employers bound by this Agreement shall, for each month in which an employee performed work in covered employment, submit to the Funds a report detailing the hours of covered employment worked by employees on a form to be provided by the Union, and that it will make all payments to Laborers' Local 231 Clearing Account, P.O. Box 374, Pekin, Illinois 61554, or to such other account(s) or address(es) as the respective Funds from time to time shall designate in writing to the Employer.

The parties agree and understand that there shall be no duplication of payments between fringe benefit funds on account of hours worked by an employee.

ARTICLE 12
TRAINING PROGRAM FUND

The Employer shall contribute to and be bound by the Agreement and Declaration of Trust establishing the Illinois Laborers' and Contractors' Joint Apprenticeship & Training Program as has heretofore been amended or may hereafter be amended in the amount listed in the attached Addendum for each hour worked by employees of the Employer within covered employment.

Payments to the Training Program shall be made in the same manner as set forth in Article 10, Welfare and Pension Funds, and shall be subject to the same restrictions, limitations, and obligations.

ARTICLE 13
CHECK-OFF

The Employer shall, upon receipt of a proper assignment executed by an employee, deduct the amounts shown on the check-off authorization card from the wages of such employee and forward such monies promptly to Laborers' Local 231 Clearing Account, P.O. Box 374, Pekin, Illinois 61554.

The following items fall within the designation of check-off:

A. **Working Dues.** The membership working dues of Laborers' Local 231 are listed in the attached Addendum

B. **Voluntary contribution to Laborers' Local 231 Laborers' Political League.** The amount to be deducted for each hour worked under the geographical jurisdiction of Laborers' International Union of North America Local 231 is listed in the attached Addendum. Laborers' Local 231 Laborers' Political League is an entity separate and apart from Laborers' International Union of North America Local 231 and if the Employer fails to make the required deduction and remittance, the Employer shall be liable for all reasonable costs incurred by Laborers' Local 231 Laborers' Political League for collecting payment due thereon together with any reasonable attorneys fees and liquidated damages in an amount not less than 20% of the contribution due and any action to recover said amounts may be brought in the name of Laborers' Local 231 Laborers' Political League.

C. **Voluntary contributions to Laborers' Local #231 Laborers' Political League (Federal).** The Employer agrees to deduct the amount listed in the attached Addendum for each hour worked from
the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union and to transmit those funds on the monthly contribution report form.

D. Real Estate Maintenance Fund. The amount to be deducted for each hour worked under the geographical jurisdiction of the Laborers' International Union of North America Local 231 to be used as a permanent fund for the maintenance of real estate owned by the Local Union is listed in the attached Addendum.

E. Building Trades. The amount to be deducted for each hour worked in covered employment for the West Central Illinois Building and Construction Trades Council is listed in the attached Addendum.

G. The Illinois Laborers Legislative Committee. The Employer agrees to deduct the amount listed in the attached Addendum for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union and to transmit those funds on the monthly contribution report form.

H. Organizing Fund. For work performed exclusively within Tazewell and Fulton Counties Local 231 (Pekin) and upon receipt of a proper assignment executed by an employee, the Employer agrees to deduct from the wages of each such employee the amount listed in the attached Addendum for Organizing Fund and forward all payments pursuant to this Article on the form provided by the Union.

I. Laborers' Local 231 Retiree Council. The amount to be deducted for each hour worked under the geographical jurisdiction of the Laborers' International Union of North America Local 231 to be used as a permanent fund for the Laborers' Local 231 Retiree Council is listed in the attached Addendum.

Failure by the Employer to make the payments set forth in this Article upon receipt of a duly executed authorization card by the employee shall be deemed a gross breach of this Agreement by the Employer and the Union shall be free to take any appropriate action, including withholding of services and traditional means of advising others of the dispute between the Employer and the Union notwithstanding any other provision of this Agreement. All payments pursuant to this Article shall be reported on a form provided by the Union and are due in the appropriate office by the 15th day of the month next following the month in which covered hours of employment are worked.

ARTICLE 14
DISCREPANCY CLAUSE

In the event the Union believes an Employer has failed to report or failed to pay proper wages or check-off, the Union shall have the same authority to audit or inspect the Employer's records as does the Pension Fund and should any discrepancy exist in the amount reported or paid by the Employer, the Employer shall be responsible for all costs of audit, delinquent amounts and expenses of collection, including court costs and attorneys' fees.
ARTICLE 15
LABOR FOREMAN

Section 1. It is agreed that all labor foremen designated by the Employer shall be journeymen of the Union who have been in good standing in the Local for no less than six (6) months.

Labor foremen will be placed on all jobs when six (6) laborers are employed, and not to keep time or be in charge of more than fifteen (15) men. The foreman shall be included in the total of six (6) men. This includes brick mason tenders/Helpers and carpenter tenders/Helpers. Pushers or labor foremen will be strictly confined to supervision only when eleven (11) or more men are under his supervision.

Labor Foreman to receive one dollar and fifty cents ($1.50) per hour more than the highest paid man under his supervision.

General Labor Foreman shall receive fifty cents ($0.50) per hour more than the highest paid man under his supervision.

A General Labor Foreman shall be appointed by the Employer when the Employer has a total of thirty-five (35) laborers working on the same project. General labor foremen shall be subject to the same requirements set forth in Paragraph 1 of Section 1 of this Article.

Section 2. Superintendent shall not interfere with labor foreman in the placing of laborers on any work covered by this Agreement. Superintendent shall not remove any laborer from the job he is performing, but shall have the right to direct the labor foreman to do so.

ARTICLE 16
MANNING REQUIREMENTS

Section 1. It is understood and agreed that the Union and the Employer shall observe the following procedure in regard to ratio of laborers versus skilled crafts on all commercial and industrial projects:

Item A: There shall be a minimum of one (1) laborer employed as a carpenter tender/helper for every three (3) carpenters, and at no time will he tend more than four (4) carpenters, on all classifications of carpenter work except as stated in Item "B" below.

Each laborer so assigned as a carpenter tender/helper may be required to do other productive work in his area (nail pulling, sweeping, and other work that pertains to carpenter tender/helper classifications) assigned him by his foreman (or Superintendent when there is no labor foreman) when not actually getting material or under other specific instruction of his assigned Carpenters. Carpenter tenders/Helpers shall help each other when necessary.

In no instance shall the Employer allow any craft or person to perform the tenders/Helpers work while his is not in direct attendance.

Item B: On all trim work, door hanging, installing door and window hardware, or installation of other type millwork, the ratio of tender/helper and skilled craft shall be mutually agreed upon by the Business Manager and Employer, but in no case shall one (1) tender/helper be required to tend more than four (4)

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skilled craftsmen. The unloading of heavy doors, windows, etc., shall require a sufficient amount of tenders/helpers to prevent injury.

**Item C:** Any Employer building four (4) or less single family dwellings or duplex homes in each calendar year shall not be considered doing commercial work and shall not require a carpenter tender/helper except on framing, roofing and roof shingles. This shall not include pre-fab houses. Pre-fab house building shall be governed by the statewide carpenter-labor agreement for this area.

**Item D:** There shall be a minimum of one (1) laborer employed as a brick mason tender/helper assigned for every two (2) bricklayers on every project. Each laborer so assigned as a brick mason tender/helper may be required to do other productive work in his work area (clean up, safety repairs, and other work that pertains to the brick mason tender/helper classification) assigned him by his foreman (or Superintendent when there is no labor foreman) when not actually getting material or under other specific instructions of his assigned masons. Mason tenders/helpers shall help each other when necessary.

**Item E:** There shall be a minimum of one (1) laborer employed as a plaster tender/helper assigned for every two (2) plasterers where "Brown Coating" is being done on every project.

It is understood and agreed a minimum of one (1) laborer and as many more as may be required, will be kept on all concrete pours as long as the concrete is being worked on in any manner, or by any craft.

The laborer(s) may be used in any useful work in this area of the concrete pour when not needed by the craft working in or on the concrete or in performance of his jurisdiction of work in the concrete.

**ARTICLE 17**

**WAGE RATES**

It is understood and agreed that the rates of pay listed in the attached Addendum will apply to all employees governed by this Agreement.

A wage rate of eighty percent (80%) of the regular, base hourly wage, plus all fringe benefit payments as called for in this agreement, may apply to all "Residential" and "Light Commercial" work for all employers and employees covered by this agreement.

"Residential" shall be defined as applying to work on any single family dwelling or multiple family housing units up to and including three (3) stories, including all garden type and walk-up apartments, with a total project cost of under $500,000.

"Light Commercial" shall be defined as applying to work, other than "Residential", with a total project cost of under $500,000.

This reduced hourly wage does not cover those housing units which are normally referred to as "high-rise" or housing units constructed of steel and concrete, or any type of work on an industrial or public utility site or project, or on any work that would be covered under the Davis-Bacon Act or any federal act or the Illinois Prevailing Wage Act, and does not cover projects with total cost bids of over $500,000.

Eighty percent (80%) of the regular basic hourly wage is as set forth in the attached Addendum.
ARTICLE 18
WORKING RULES

1. If any employee wishes to take a vacation, he shall notify his Employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

2. There shall be overhead shelter furnished for the mixer machine operator during inclement weather on commercial work when requested by machine operator.

3. There will be a minimum of one (1) laborer or more if the job requires, to tend sawman, clean up, get new lumber, etc.

4. There will be a minimum of one (1) laborer or more if the job requires, to tend sand blasting, tuck pointers, and masons washing down walls.

5. Any work not covered by this Agreement or classification which comes under the jurisdiction of the Laborers shall be negotiated between the two (2) interested parties.

6. When air pressure is used in tunnels or caissons in connection with building construction, both parties agree to negotiate a fair wage and working conditions proportionate to pressure used.

7. The Company agrees to furnish all necessary weatherproof clothing when needed.

8. There shall not be any organized coffee breaks, rest periods or other non-working time established during working hours. Employees may take an individual thermos of coffee or other non-alcoholic refreshment to their assigned place of work and consume same as time and work schedule allow.

9. When employees are employed on a job on the day overtime is worked or have worked on said job the preceding day, employees required for overtime work shall be selected from the crew working on said job.

10. There shall be no scoop shovels used except on sawdust or cinder or other dry lightweight material (Zonelite, Perlite).

11. There shall be no transferring of men from job to job during lunch periods.

12. Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. Scheduled quitting time shall include a reasonable time to clean up.

13. The Employer shall also furnish drinking water fresh daily or more often as required in clean suitable containers from a State approved water supply. The containers shall be cleaned with a proper cleaning agent at least twice a week or more often if found necessary. Clean ice shall also be furnished by the Contractor for the drinking water when requested by the majority of the employees on the project. The drinking water shall be on the job in readily accessible places no later than thirty (30) minutes after starting time. Sanitary paper cups shall be placed with each water container.
It is understood and agreed that it is the jurisdictional work of the laborer to load and unload, distribute, fill, clean and maintain all water containers on the jobsite when there are laborers on the project.

14. Unloading, loading, handling, and placing of all lights, flares, and flashers at minimum scale.

15. The initial cleaning and scrubbing of all floors, doors, and windows at minimum scale.

16. If jackhammer is used, two (2) men must be employed to operate same, except one (1) man may be used when determined by Business Manager and Employer.

17. The Employer shall furnish rubber boots when the Laborers are required to work in concrete or standing water in ditches.

18. The Employer shall provide a suitable area (properly heated in cold weather), for employees to change clothes and eat lunch. This area shall not be used for any other purpose.

19. Plastic material handling, placing, unloading, setting whether the plastic is preformed or flowed into place, at the minimum scale applicable in this contract.

20. The application to all concrete surfaces of all curing, hardening, topping compounds and sealers, applied in any manner except troweling.

21. In the event of tool checking system where laborers check tools, a laborer shall be employed as tool crib man at minimum rate.

22. It is agreed the covering of concrete by any method shall be the work of the laborer.

23. Where service truck or trucks are used on projects, the loading and unloading shall be the work of the laborer.

24. Any employee injured on a job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he returns to the job, he shall be paid full time for the time lost.

25. When employees leave the project of their own accord at other than normal quitting time it is their responsibility to notify their supervisor.

**ARTICLE 19**

**SCAFFOLD AND HIGH CONSTRUCTION WORK**

**Section 1.** Stack construction, Hoist towers, Safety belts, Boatswain chairs rate of pay shall be twenty-five cents ($0.25) per hour over the regular rate of pay for the classifications of work performed from fifty (50) feet up to one hundred (100) feet; thirty-five cents ($0.35) per hour shall be paid for all work over one hundred (100) feet.
Section 2. On all false work or scaffold that are hanging, swinging, bracketed, suspended, free standing, or attached to any structure or walls that are to be erected fifty (50) feet or more above ground level or lowest elevation, twenty-five cents ($0.25) per hour shall be paid over the regular rate of pay for the classifications of work being performed up to one hundred (100) feet; over one hundred (100) feet, thirty-five cents ($0.35) per hour shall be paid.

High time pay shall not apply to residential work.

All heights referred to above are subject to free-fall.

When any employee performs work in either of these instances and works under a half (½) day, they shall be paid the premium called for above for a half (½) day. When any employee performs work in either of these instances and works over a half (½) day, he shall be paid the premium called for, for the entire day. Any employee who works part-time on either of these instances shall be paid the higher premium for the entire day.

ARTICLE 20
STEWARDS CLAUSE

Section 1. The Business Manager may appoint a steward on all projects or portions of project, whose duty it is to see to it that this contract is strictly adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The steward is to perform all other duties assigned to him by the Local Union or Business Manager.

The steward is to work the same as any other employee on the job and shall be employed on the job at all times when any work covered by this Agreement is being performed, except as stated in Section 2 below as long as he is capable of performing such work, and cannot be discharged except for good cause. The Union Business Manager shall be notified at least twenty-four (24) hours prior to dismissal of a steward.

The steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 2. The steward shall not bump another employee on overtime work from a crew in which he has not worked on that day. The steward shall have the opportunity to be placed in any crew at the start of that classification of work where overtime is likely to occur, or it is known that overtime will occur.

ARTICLE 21
UNEMPLOYMENT AND WORKMEN'S COMPENSATION INSURANCE

The Employer shall comply with all Federal and State laws governing the employment of men, and shall carry public liability and workers' compensation insurance, and pay Old Age benefits and Unemployment Compensation. This article shall not be construed to require the Union to make any investigation to determine the Employers compliance insurance requirements.

It is agreed that laborers may refuse to work for any contractor or any other person who is not complying with the Workmen's Compensation Law.
ARTICLE 22
BUSINESS MANAGER

It is agreed that the Business Manager or his designated representative, of the Local will have the unrestricted right to visit all jobs where his men are employed. No laborers shall be required to work on any project where such pass or permission is not readily granted.

ARTICLE 23
SUBCONTRACTORS

(A) Whenever work covered by the terms of this agreement, to be done or performed at the site of construction, is sublet or subcontracted to another employer, such work as is within the work classification of this agreement, shall be performed by said subcontractor under the terms and provisions of this agreement.

(B) It is understood that this agreement shall be and become a part of the specifications on any work which a contractor shall sublet in any manner to another contractor.

Contractors and their subcontractors party hereto shall be jointly and severally liable for violations of this Article, by such subcontractors, including lower-tiered subcontractors, as well as for their subcontractors who are not party hereto. The Union will notify the General Contractor of any subcontractor who is delinquent in benefits within sixty (60) days of the delinquency.

ARTICLE 24
BONDING REQUIREMENT

Each and every employer covered by this agreement may be required, at the discretion of the Business Manager of Laborers' Local #231, to furnish a bond in the amount listed below naming the Trustees of Laborers' Local #231 Health and Welfare Fund, the Trustees of Laborers' Local #231 Pension Fund and the Trustees of Laborers' Local #231 Annuity Fund. The bond shall insure payment of wages called for by the contract and all contributions to the Health & Welfare, Pension, Annuity or other funds established under the contract.

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<thead>
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This clause shall not apply to any individual employer who has performed work under the terms of this Agreement for twenty-four (24) consecutive months (two years) and who has remitted all fringe benefits and paid all wages required by this Agreement without default and without any bank or financial institution dishonoring any check or draft presented as payment by such employer. In the event that an
employer has failed to pay the wages or fringe benefits as required by this agreement, the Union may engage in a strike or other concerted refusal to perform services for said employer until all delinquencies have been paid, notwithstanding any other provision of this Agreement. Factors which will be considered in the Local Union's Business Manager's determination whether a bond should be required are, but not necessarily limited to, the past delinquent contributions proffered by the subject employer, the length of time the employer has performed work in the territorial jurisdiction of Laborers’ Local #231, and the nature and extent of work proposed. However, the decision to impose the requirement of the filing of a bond shall be solely that of the Business Manager of Laborers' Local #231.

ARTICLE 25
INDUSTRY FUND

The Builders Association of Tazewell County, Inc. Industry Fund (herein referred to as "Industry Fund") has been organized to improve public relations, to improve the standards of the industry, to conduct deduction programs, to conduct any program for the benefit of the construction industry and shall not conduct any anti-union or political activity.

The Employer agrees that effective the date hereof and for the duration of this Agreement and any renewal or extension hereof to make payments to Builders Association of Tazewell County, Inc. for each employee covered by this Agreement as follows:

The Employer will contribute the amount listed in the attached Addendum to the fund for each hour the employee receives pay.

The payments to the Fund shall be made to the Builders Association of Tazewell County, Inc. Industry Fund which has been established under an Agreement and Declaration of Trust, the terms of which are hereby accepted by the Employer.

All contributions shall be made at such time and in such manner as the Trustees of the Fund shall require.

If the Employer fails to make contributions to the Fund within the period required by the Trustees of the Fund, the Employer shall be liable for all reasonable costs for collecting the payment due together with any reasonable attorneys’ fees and reasonable damages assessed by the Trustees.

The Industry Fund shall be administered by a Board of Trustees established under a trust agreement conforming to applicable law which each employer agrees to become a signatory thereto.

ARTICLE 26
SAFETY

In accordance with the requirements of the Occupational Safety and Health Act of 1970 and any amendments thereto and applicable State and Local laws and regulations, it shall be the exclusive responsibility of the Employer to insure the safety and health of its employees and compliance by them with any safety rules contained herein or established by the Employer. Failure of compliance by an employee shall be cause for dismissal. Nothing in this Agreement will make the Union liable to any employees or to any other persons on the event that injury or accident occurs.
The Employer will not engage in any litigation against the Union, on a subrogation theory, contribution theory, or otherwise.

**HARD HAT CLAUSE**

The Contractor shall furnish each employee with a hard hat either new or in condition to meet all State and Federal standards with a new head liner. Any employee that does not return his hard hat to the Employer upon termination of employment or requires an additional hard hat due to loss, etc., shall either pay the Employer or have deducted from his final paycheck an amount of not more than three dollars and fifty cents ($3.50).

**CELL PHONES**

The use of personal cell phones and other communication devices is prohibited during working hours, unless the company has provided such devices to the employee for business use only. Employees will have access to communication devices for emergencies. Limited and temporary use of a personally owned communication device for emergencies. Limited and temporary use of a personally owned communication device for ongoing personal emergencies (i.e. child birth) can be made only with prior and continued approval of the Employers supervisor. Also accepted, is the right to call the union representative regarding contract violations. Employees must comply with the Employer and/or Customer cell phone and communication device policies.

**ARTICLE 27**

**PAY DAY**

The regular payday shall be once a week on Friday, unless otherwise mutually agreed to by the Business Manager and Employer, except when payday is a holiday, then the last work day before the holiday shall be payday.

Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third day prior to payday, unless otherwise mutually agreed upon by the Business Manager and Employer for time to make up payrolls. Accompanying each payment of wages shall be a separate statement identifying the employer, showing the total earnings, the amount and purpose of each deduction, number of hours and net earnings.

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

When an employee is laid off, or discharged his pay continues until he is paid in full, in cash or other legal tender unless otherwise agreed to by the Business Manager. When an employee quits of his own accord, he shall wait for the regular payday for his wages.

If an employee is made to wait beyond that time for his money he shall be paid regular rate of wages for all the time he waits.

The Employer shall comply with all Federal and State laws governing the employment of men and
liability to the general public, including Workmen's Compensation, F.I.C.A. Benefits, and agrees to carry on all laborers Unemployment Compensation.

The filling in of time cards or any record for the purpose of payroll shall be completely a company responsibility and any discrepancy thereon either in scales of pay, or hours worked, including overtime rates and hours, resulting in a pay shortage or a benefit payment shortage shall make the employer the sole fault. Any employee required or requested by the Company to violate this or any other provision in this Agreement shall be required by Union by-laws to report such intended violations to the Union.

All pay or paychecks, whether regular pay, layoff pay or any other shall be disbursed at the jobsite at the proper time unless the employee agrees otherwise.

ARTICLE 28
WATCHMAN CLAUSE

Day and night watchmen shall receive straight time rate for Saturday, Sunday, and Holidays except when work is performed over forty (40) hours in one calendar week which will be paid at the rate of time and one-half (1½). If the watchman is directed to do any work that comes under any other classification in this Agreement, he shall be governed by the working rules and rates as specified previously in this Agreement.

ARTICLE 29
JURISDICTIONAL DISPUTES

In the event a Jurisdictional Dispute exists, the following procedure shall be followed to resolve the dispute.

1. Agreement by crafts.

2. Job assignments according to area practice in the locality.

3. Employer preference.

4. The Employer agrees to meet with the disputing Union representatives within forty-eight (48) hours and attempt to resolve the dispute. If no agreement is reached by the Local Union Business Manager, the District Council shall be notified and the dispute shall again be attempted to be settled at that level. If an agreement is not reached at that level, the International Unions shall be notified requesting representatives for a settlement attempt.

The Employer shall make the work assignment.

Decisions for every jobsite jurisdictional dispute when agreed upon, will be recorded in writing, signed by the Employer and retained by the parties concerned.

Under this procedure there will be no strikes or lockouts over jurisdictional disputes.

Assignments of work shall only be made by the Employer, and not by any of his foreman(s) or superintendent(s).
ARTICLE 30
ARBITRATION AND GRIEVANCE

Any grievance or dispute arising between the parties to this agreement shall be promptly adjusted through the following steps of procedures:

A. The aggrieved Employer or Employee shall first attempt settlement.

B. Failing to settle the dispute, the grievance shall be heard by the Union Business Representative and a top level Management Representative at a mutually agreeable date not more than three (3) working days after the failure to settle the dispute in Step A.

C. Failure to settle the dispute, the grievance shall be heard by a joint meeting of the Joint Governing Board at a mutually agreeable date not more than five (5) working days following the meeting of the Union Business Representative with the Management Representative. A majority vote of the equally represented Joint Governing Board shall cause a settlement of the dispute which shall be binding upon all parties involved.

Failure to resolve dispute shall result in arbitration.

Any dispute may be submitted to arbitration by mutual consent or by exhausting the Settlement of Disputes procedure above. Within five (5) days following the decision to arbitrate, the dispute shall be submitted to a mutually agreed upon arbitrator, or if mutual agreement cannot be reached within seven (7) working days, an arbitrator selected from the Illinois Department of Labor or Federal Mediation and Conciliation Service appointed panel of five (5) qualified arbitrators, submitted in answer to a joint petition of the parties involved.

The decision of the arbitrator shall not be contrary to, amend, add to, or eliminate any of the provisions of this agreement.

ARTICLE 31
TRICON

The parties recognize the value to the community and to the construction industry of a joint labor-management committee serving the construction industry. To this end the parties agree to participate in, support and, in part, fund the operation of the Tri County Construction Labor-Management Council (TRICON).

In addition to the base wage rate, the Employer agrees to contribute to TRICON the amount listed in the attached Addendum.

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

Payments to the TRICON shall be made in the same manner as set forth in Article 10, Welfare and Pension Funds, and shall be subject to the same restrictions, limitations, and obligations.

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ARTICLE 32
SAVINGS CLAUSE

It is the intent of both parties to this to comply fully with all State and Federal Laws. If it is found by competent authority that any section of this Agreement is in conflict with any State or Federal Laws, then such section shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the law. All other sections of this Agreement shall remain in full force and effect.

ARTICLE 33
GENDER AND NUMBER OF WORDS

Wherein used in this agreement, unless the contract required otherwise, words imparting the masculine gender include the feminine gender, words imparting the feminine gender include the masculine gender, words imparting the singular include the plural and words imparting the plural include the singular.

ARTICLE 34
ALCOHOL AND NON-PRESCRIPTION DRUGS

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the Employer’s property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any Employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. “Non-prescription drugs” shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named Employee in question. Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. Provision for Employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Drug and alcohol testing shall consist of pre-employment, random and reasonable cause/suspicion, post-accident, injury or unsafe act or other testing required by owner. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (herein after, SAMHSA, formerly known as the National Institute of Drug Abuse (NIDA) approved.

Section 4. All drug and/or alcohol testing shall follow the procedures outlined by the SAMHSA and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates, (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, methamphetamine) or other drugs that may be specified by future Substance Abuse and Mental Health Services Administration (SAMHA, formerly known as NIDA) guidelines.
Section 6. Employees taking prescription medication which according to their physician has physical or mental side effects which could cause impairment on the job site, must report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

Section 7. Any Employee with test results of negative shall be compensated for all hours lost. If an Employee has a confirmed positive test, (s)he will be: (a) suspended without pay up to thirty (30) days, as determined by established company policy, (b) mandatory enrollment in a certified rehabilitation program, at employee's own expense, and successful completion, (c) and agree to periodic random drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive test or refusal to participate in a certified rehabilitation program after the first positive test shall result in termination of employment.

Section 8. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the grievance and arbitration provisions of this contract.

Section 9. The Builders Association of Tazewell County, the Great Plains Laborers’ District Council and LECET agree to work mutually with Construction Data Service, and other Associations in developing a similar type of Drug/Alcohol Screening Substance Abuse Policy and upon completion, by way of addendum, added to this Agreement in place of the alcohol/drug screening program enumerated above.

ARTICLE 35
AMERICAN DISABILITIES ACT

The Company and the Union will take the necessary steps to comply with the provisions of the Act even when it requires a modification of the provisions of this Agreement. However, unless specifically required by law or regulations, the Company will not adversely affect the rights of any employee.

ARTICLE 36
MOBILITY LANGUAGE

For contractors who have been established in Peoria or Tazewell counties and have maintained an office for a period of two (2) years or more, they may bring in the second (2nd) employee on the job and the fifth (5th) employee on the job as key employees.
ARTICLE 37
CORPORATE SIGNATURE AUTHORITY

For purposes of signing any union documents, a signature of the corporation, company, partnership or other recognized legal structure to be considered valid and binding. Under no circumstances shall a craft employee be allowed to sign on behalf of the employer.

DATED AT PEKIN, ILLINOIS, THIS 1ST DAY OF MAY 2017

FOR THE CONTRACTORS ASSOCIATION:

(Signature)

FOR THE GREAT PLAINS LABORERS’ DISTRICT COUNCIL:

(Chao H. Seung)

FOR LABORERS’ LOCAL 231:

(Robert K. Schroeder)