

ARTICLES OF AGREEMENT

Covering

BUILDING CONSTRUCTION

Within the Jurisdiction of

LOCAL UNION NO. 165

Effective

MAY 1, 2006 THROUGH APRIL 30, 2010

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

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PREAMBLE

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

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

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

ARTICLE 1 TERRITORIAL JURISDICTION

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

ARTICLE 2 UNION RECOGNITION

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

ARTICLE 3 UNION SECURITY

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

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

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

ARTICLE 4 WORKING JURISDICTION AND CONDITIONS OF EMPLOYMENT

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

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

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

Section 2. Conditions of Employment

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

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

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

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

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

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

ARTICLE 5 JURISDICTIONAL DISPUTES

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

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

ARTICLE 6 REFERRAL CLAUSE

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

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

- c) The Employers shall notify the Union office in order to secure qualified applicants.

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

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

Section 3. Limitations

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

Section 4. Registration and Referral

Group A

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

Group A-1

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

For apprentices enrolled in the Construction Craft Laborer Apprenticeship Program prior to January 1, 2006, the term of apprenticeship shall be approximately three (3) years and 2400/6000 hours of on the job diversified work and training, excluding time spent in related instruction unless credit is granted by the Joint Apprenticeship Training Committee. The schedule that follows provides for three (3) equal periods of 800/2000 hours of work and training each.

(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

Effective January 1, 2006, all new apprentices who enter the Construction Craft Laborer Apprenticeship Program shall serve a four (4) year apprenticeship period at the wage progression listed below:

(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	90% of the journeyworker rate and full fringe benefits
	Fourth year	95% of the journeyworker rate and full fringe benefits

- Apprentice must work a minimum of 800 hours each year.
- Must complete both Phase I & II Training and attain minimum of 800 hours to progress to 85% wage.
- Must complete Phase I, II, & III Training and attain minimum of 1600 work hours to progress to 90% wage.
- Must complete Phase I, II, III & IV Training and attain minimum of 2400 work hours to progress to 95% wage.
- Must complete Phase I, II, III & IV Training and attain minimum of 3200 work hours to progress to 100% journeyworker rate.

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

Ratio and Supervisor.

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

Group B

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

Group C

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

Group D

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

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

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

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

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

**ARTICLE 7
KEY MAN CLAUSE**

The Contractor may request from the Business Manager the use of a key man within the jurisdiction of the Union who need not be a member of Local 165. The first and last Laborer on the job shall be a member of Local 165. In the event that the key man assigned by the Employer is a member of a local union within the jurisdiction of the Great Plains Laborers' District Council that man shall be permitted to work within the Jurisdiction of Local 165; with the permission of the Business Manager. If the home local of the Key Man is outside of the jurisdiction of the Great

Plains Laborers' District Council, he may be allowed to work on the site at the discretion of the Business Manager.

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

ARTICLE 8 HOURS OF WORK

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

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

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

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

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

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

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

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

Section 6. A voluntary Saturday make-up day may be scheduled by the Employer when a regular shift during the week has been cancelled due to inclement weather. This Saturday makeup day shall be available to only those employees on the project or projects where the week day shift was

lost and any new hires that were ordered prior to the workday lost, for the workday lost. There shall be no retaliation or discrimination towards employees that decline make-up work. Make-up day shall be mutually agreed to between the contractor and Business Manager.

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

ARTICLE 9 STANDARDIZED HOLIDAY LANGUAGE

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

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

ARTICLE 10 SHIFT WORK

Section 1. When so elected by the Contractor, shifts of at least three (3) consecutive day's duration may be worked. When two (2) or three (3) shifts are worked: The day shift shall be worked between the hours of 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.

Section 2. 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 plus twenty-five (\$.25) cents for seven and one-half (7½) hours work.

Section 3. The night shift shall be worked between the hours of 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 plus fifty (\$.50) cents for seven (7) hours work.

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

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

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

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

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

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

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

ARTICLE 11 SHOW UP TIME

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

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

Section 3. When Employees commence work they must be given four (4) hours employment or pay. It is agreed, however, that the Employer will not be required to pay the two (2) hours show up time enumerated in Section 1 and 2 or the four (4) hours employment in this Section on account of bad weather or for conditions beyond the control of the Employer.

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

ARTICLE 12 PAY DAY AND HOLDBACK

Section 1. Wages shall be paid on Friday at the job site before quitting time by cash or negotiable check and shall be paid in full, except that three (3) days pay may be withheld to allow the