

GREAT PLAINS  
LABORERS' DISTRICT COUNCIL  
**ARTICLES OF AGREEMENT**

Covering

**HIGHWAY AND HEAVY CONSTRUCTION**  
IN THE JURISDICTION OF  
**ILLINOIS VALLEY CONTRACTORS ASSOCIATION**

AND

**BUILDING CONSTRUCTION**  
IN THE JURISDICTION OF  
**ILLINOIS VALLEY CONTRACTORS ASSOCIATION**

EFFECTIVE: May 1, 2023

EXPIRES: April 30, 2026

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**ARTICLE I**  
**Parties and Scope**

**Section 1.** This Agreement made and entered into between the Illinois Valley Contractors Association, party of the first part, for their members and those firms for whom they have bargaining rights, and the Laborers' International Union of North America, Local Union 393 Marseilles, party of the second part, hereinafter called the Union.

**Section 2.** It is understood and agreed that this Agreement shall be in effect on building construction work, either Federal, State, County, Township, City, or private work within the boundaries of the above-mentioned Local Union, plus Heavy and Highway Construction five (5) feet from the building and beyond within the boundaries of Local Union 393 Marseilles.

**Section 3.** The conditions of employment set forth shall prevail from May 1, 2023 through April 30, 2026 and shall continue in effect from year to year thereafter unless either party to this Agreement gives ninety (90) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon the expiration of same.

The Union shall sixty (60) days prior to any effective wage increase serve written notice to the Employer and the Employer agrees to make payments into the Welfare Plan and/or Pension Plan as directed by the Union. Such increase in payments shall be deducted from the hourly rate listed in Addendum II.

**Section 4.** This Agreement shall supersede all agreements now in force, covering working conditions, with proper Addendum covering wages, within the jurisdiction of the Local Union signatory to this Agreement.

**Section 5.** The term "Laborer", as used in articles covering working conditions shall apply to any employee covered by these Articles of Agreement, including Mason Tenders and Plasters Tenders and charter grants by the AFL-CIO.

## **ARTICLE II Union Security**

All present employees who are or become members of the Union shall remain members 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 of the Union as a condition of such employment after seven (7) days following the beginning of their employment or the effective date of this Agreement, whichever is the later, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this agreement to complete or maintain his membership because of non-payment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no Employer or the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the initiation fees and the periodic dues uniformly required as a condition of acquiring and maintaining membership.

## **ARTICLE III The Purpose**

**Section 1.** The purpose of this Agreement is to set forth the Agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish effective and impartial procedure for the peaceful settlement of disputes and grievances.

## **Section 2. MANAGEMENT RIGHTS**

1. The Employer retains the right to manage its operations and direct work forces. To be judge of the number of employees required on any work; to assign employees as in the Employers' Judgment the operation may require. It is hereby agreed that this Article does not apply to other sections agreed to in this Agreement.
2. The Employer may discharge or lay-off employees as he sees fit, provided no employee is discharged or discriminated against because of lawful union activities.

## **ARTICLE IV Union Recognition**

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 in its employ.

## **ARTICLE V Referral Clause**

**Section 1.** The Employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the nondiscriminatory provisions governing the operation of the Union's Referral offices as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, or national origin.

When an Employer calls the Referral Office for persons they shall be dispatched in a nondiscriminatory manner as follows:

Registration and referral of applicants shall be on a nondiscriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

The Referral Office shall maintain the following lists on which persons in the construction and maintenance industry may register for referral at the time during the hours which the Referral Office is open for registration of applicants.

The Union shall post in places where notices to members and applicants for employment are customarily posted all provisions of this referral clause.

The Employer shall recognize the Union's Referral Offices in the geographical area covered by this Agreement.

(A) **Group A** - All persons who have been employed by a contractor signatory to a Collective Bargaining Agreement within the construction industry for 1000 hours as a construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

(A-1) **Group A-1** - All apprentices will be on the A-1 list and will be listed according to their apprenticeship year.

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.

APPRENTICE WAGE PROGRESSION:

75% - first year	(Full fringes)
85% - second year	(Full fringes)
95% - third year	(Full fringes)

Effective January 1, 2009, all new apprentices who enter the Construction Craft Laborer Apprenticeship Program shall serve a three (3) 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	95% of the journeyworker rate and full fringe benefits

Apprentices must work a minimum of 1000 hours each year in order to advance to next year's pay rate.

Apprentices must complete Phase I Training and attain minimum of 1000 work hours to progress to 85% wage.

They must complete Phase I and II Training and attain minimum of 2000 work hours to progress to 95% wage.

They must complete Phase I, II and III Training and attain minimum of 3000 work hours to progress to 100% journeyworker rate.

### APPRENTICE RATIOS:

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) journeyworkers,  
And one (1) apprentice to twenty (20) journeyworkers thereafter.

New Applicants for membership who cannot provide reasonable proof of 3,000 hours or more hours of employment as a Construction Craft Laborer (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Illinois Laborers' and Contractors Joint Apprenticeship and Training Program) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journeyworker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

(B) **Group B** - All persons who have been employed by a contractor signatory to a Collective Bargaining Agreement within the construction industry for 1,000 hours as a construction laborer during the past two (2) years in the geographical area embraced by the Referral Office where the work is to be performed.

(C) **Group C** - All persons who have been employed by a contractor signatory to a Collective Bargaining Agreement within the construction industry for 1,000 hours as a construction laborer during the past one (1) year in the geographical area embraced by the Referral Office where the work is to be performed.

(D) **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 1,000 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.

The foregoing lists shall be maintained on the basis of the written statement of the person seeking active employment and such other information available to the Referral Office. All Local Unions will require employees to fill out the same referral application.

All referrals, based on hours worked, within the A, B, C, D classification, shall move a maximum of one (1) 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.

**Section 2.** All persons registering for active employment shall set forth their name, address and telephone number and classification or classifications of work sought.

Registration and referral of such applicants shall be done by groups as set out above. Each applicant shall be registered in the highest group for which he qualifies and registrant in Group A shall be first referred, and then Group A-1, and then Group B, and then Group C, and then Group D in that order.

**Apprentices will be referred from** Group A-1, in accordance with the Apprentice ratios and their skills and qualifications.

**Section 3.** Employers may request former employees for referral to a job or project, in writing if requested by the Business Manager, 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 the 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 twelve (12) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such former employees.

**Section 4.** The Employer retains the right to reject any job applicant referred for just cause. The Employer shall have the right to hire and discharge for just cause. The Union may within three (3) days after a member has been rejected or discharged request the reasons for the rejection in writing. Hiring of employees shall be on a non-discriminatory basis and shall in no way be affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.



**Section 5.** The Employer in requesting referrals shall specify to the Union (a) the number of employees required, (b) the location of the project, (c) the nature and type of construction, demolition, etc., involved, (d) the work to be performed, and (e) such other information as is deemed essential by the Employer in order to enable the Union Referral Office to make proper referral of qualified applicants.

**Section 6.** If a registrant, referred for employment in regular order, refuses two (2) consecutive referrals, his name shall be placed at the bottom of the list except under special agreements. 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, if such applicant is not available when referrals are made.

**Section 7.** In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within twenty-four (24) hours after such request for referral is made by such employer (Saturdays, Sundays, and Holidays excepted) the Employer may employ applicants directly. 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 forty-eight (48) hours of the hiring.

## **ARTICLE VI**

### **Key Man**

The number of key laborers, if any will be decided between the Business Manager and Contractor at the pre-job conference. The Contractor shall provide the local union with the qualification and job description in writing of any key laborer if needed. The first laborer on the project and the last laborer laid off will be a member of Local Union 393. If more than one key man is permitted and the key men are paid at a higher rate of pay, then all of the local 393 laborers working for the same employer on the same project shall be paid at the higher rate of pay also (fringe benefits paid at the local 393 rate)

## **ARTICLE VII**

### **Workers Compensation Insurance, U.C. Tax and O.A.S.I.**

**Section 1.** The Contractor shall carry Workers Compensation Insurance and shall pay Unemployment Compensation Tax and O.A.S.I. Tax on all Laborers in his employ. Copies of his Workers Compensation Insurance policy or verification thereof, shall be furnished to the Union on request.

**Section 2.** It is agreed that when an Employer requires the Laborer to perform work for him in an individual capacity when such work is not within the usual scope of his employment, thereby preventing recovery for injuries under the Workers Compensation Act, no such request shall be made by the

Employer to any Laborer unless proof is first shown to the Union that he is sufficiently covered by either Workers Compensation liability or such other type of insurance that would protect said Laborer in case of injury. Failure to comply with the above requirement shall constitute a violation of this Agreement, and the Union shall be entitled to resort to all legal and economic remedies, including the right to strike and picket until such failure to pay has been corrected.

#### **ARTICLE VIII** **Bonding Requirements**

Unless waived by mutual agreement between the Employer and the Union, the Employer shall obtain and maintain during the term of this Agreement a surety bond in the amount of Twenty Thousand Dollars (\$20,000) to guarantee to his employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund and Welfare Fund, Annuity Fund, Vacation Fund, Laborers'-Employers' Cooperation and Education Trust, Illinois Valley Construction Industry Trust, Illinois Valley Labor Management Trust, Midwest Foundation for Fair Contracting, Illinois Laborers' Legislative Committee, Apprenticeship, Training Fund, Market Preservation Fund and Working Dues Check-Off payments.

In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund, Welfare Fund, Annuity Fund, Vacation Fund, Laborers'-Employers' Cooperation and Education Trust, Illinois Valley Construction Industry Trust, Illinois Valley Labor Management Trust, Midwest Foundation for Fair Contracting, Apprenticeship and Training Fund when due, the Union aggrieved employees or the Trustees of the Pension Fund, Welfare Fund, Annuity Fund, Vacation Fund, Laborers'-Employers' Cooperation and Education Trust, Illinois Valley Construction Industry Trust, Illinois Valley Labor Management Trust, Midwest Foundation for Fair Contracting, Illinois Laborers' Legislative Committee, Apprenticeship and Training Fund after written notice to the Employer and Bonding Company, file claim to obtain payment, costs and reasonable attorneys' fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of any obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond to remain in full force and effect for a period of ninety (90) days after job completion.

## **ARTICLE IX**

### **Liability Clause**

It is understood and agreed that the Negotiating Agent (Association) shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint.

It is understood and agreed that the District Council is acting only as Agent to negotiate and execute this Agreement and in no event shall the District Council be bound as a principal or be held liable in any manner for any breach of this contract by any Local Union.

## **ARTICLE X**

**Wages, Pension, Welfare, Annuity, Vacation Fund,  
Laborers'-Employers' Cooperation and Education Trust, Illinois Valley Construction Industry  
Trust, Illinois Valley Labor Management Trust, Midwest Foundation for Fair Contracting,  
Illinois Laborers' Legislative Committee, Training and Check-Off**

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Pension Fund the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Health and Welfare Fund the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into an Annuity Fund the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into a Vacation Fund the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Laborers'-Employers' Cooperation and Education Trust the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Illinois Valley Construction Industry Trust the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Illinois Valley Labor Management Trust the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Midwest Foundation for Fair Contracting the sum per hour as denoted in the Addendum.

It is mutually agreed that the Contractors signatory to this Agreement shall pay into the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program the sum per hour as denoted in the Addendum. It is mutually agreed that the parties accept the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program Standards as part of this Agreement.

If an Employer fails to pay wages, fringe benefits, Training contributions and Laborers'-Employers' Cooperation and Education Trust into the above said funds, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

#### **ARTICLE XI**

##### **Chimney, Tunnel and Railroad Agreements**

It is mutually agreed that the parties signatory to this agreement do hereby mutually subscribe to the "Stack Agreement" covering the erection, alteration, repair, and demolition of reinforced concrete and masonry chimneys.

It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the "Railroad Construction Agreement" when the work awarded pertains to construction of railroad work.

All work coming under the Tunnel Agreement of the International Union will be done in accordance with the National Tunnel Agreement.

In the above instances, it shall be the duty of the Contractor to notify the regional offices of the Laborers' International Union of North America, under whose jurisdiction the work is to be performed when they are low bidder on a "Chimney Job" or a "Railroad Construction Job" for the purpose of holding a pre-job conference covering that particular job. The Contractor involved shall notify Mr. John Penn, Midwest Regional Manager, Laborers' International Union of North America, Midwest Regional Office, 1 North Old State Capitol Plaza, Suite 525, Springfield, Illinois 62701 (Phone: 217-522-3381).

## **ARTICLE XII**

### **Invalidity and Severability**

It is the intent of both parties to this Agreement to comply fully with all State and Federal Laws and Presidential Executive Orders. If it is found by a court of competent jurisdiction that any section of this Agreement is in conflict with any State or Federal Laws or Presidential Executive Orders, then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the Law or Presidential Executive Order. All other sections and articles of this Agreement shall remain in full force and effect. In the event that Union and Management reach an impasse over renegotiating a section of this Agreement which has been viewed as illegal, the impasse is to be resolved in line with the formal grievance procedure adopted in Article XXX, Adjustment of Disputes.

In the event that the provisions of the Davis-Bacon Act, 40 U.S.C. 276 (A) and/or the provisions of the State of Illinois Prevailing Wage Act, 820 ILCS 130 et seq. are repealed or substantially modified in a manner which adversely affects the ability of signatory Employers to compete for State or Federal; work, the parties to this Agreement agree to immediately reopen the Agreement and negotiate appropriate changes in terms and conditions of employment to maintain contractor competitiveness for such work. In the event no agreement is reached after sixty (60) days of the commencement of such negotiations, then either party may resort to self-help, including but not limited to strikes, lockouts and unilateral implementation.

## **ARTICLE XIII**

### **Sub-Contracting**

No Employer shall subcontract or assign any of the work described herein which is to be performed at the job site to any Contractor, subcontractor or other person or party who fails to sign this Agreement with the conditions of employment contained herein including, without limitations, those relating to Union security, rates of pay and working conditions, hiring, and other matters covered hereunder for the duration of this Agreement.

## **ARTICLE XIV**

### **Pre Job Conference**

A pre-job conference shall be held at least forty-eight (48) hours prior to starting a job, unless the Local Business Representative and the Employer agree that one is not required; if a pre-job conference is held, the Illinois Valley Contractors Association shall be notified.

Should an Employer evade notifying the Union forty-eight (48) hours in advance of the date, time and place of such pre-job conference, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement.

The Employer shall notify the Business Manager before starting to work.

A pre-job conference should not apply to a contractor having a permanent office on foundation for two (2) or more years and located within the jurisdiction of Local Union 393, Marseilles and is a member of or has assigned their bargaining authority to the Illinois Valley Contractors' Association and provided the job does not constitute more than five (5) working days.

#### **ARTICLE XV Union Representative**

It is agreed that the Business Manager of the Local Union or his designated representative will have the unrestricted right to visit all jobs where his men are employed or may be employed subject to security regulations where in effect.

The Contractor shall have the right to assign his employees on the job to any particular work or classification of work and use his own judgment in this selection, providing the proper rate of pay is maintained.

A Local Union's designated representative will have proper credentials such as a letter signed by the Business Manager authorizing him to act on behalf of the Local Union, or business card identifying the representative.

#### **ARTICLE XVI Steward Clause**

**Section 1.** The Business Manager may appoint a steward on all projects or portions of projects, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Business Manager may appoint a Steward on all projects. A Steward appointed by the Business Manager on jobs with 10 or more Laborers will receive an additional \$2.00/hr.

**Section 2.** The steward is to perform all duties assigned to him by the Business Manager. The steward

is to work the same as any other employee on the job.

**Section 3.** It shall be the duty of the steward to report to the union any accident to any of the men which may occur on the job where employed. It shall be the duty of the steward to see to it that the injured employee's family be notified without loss of time or pay to the steward so engaged. 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 that day, he shall be paid full time for the time lost. If the employee's occupational injury permits him to continue to work, but requires subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in making such visits.

**Section 4.** The steward shall not be transferred from one project to another without getting consent from the Business Manager.

**Section 5.** The Employer shall recognize the right of the Union to select a steward from among its employees to perform the duties assigned to the steward by the Union.

**Section 6.** The steward shall not be discharged because he is performing his duties as a steward, nor shall the steward be discriminated against because of this affiliation with the Union or because of his activities on behalf of the Union.

**Section 7.** The steward shall work when there is any work to be performed by the Laborers. He shall be the last man on the job if qualified. No steward shall be discharged without the Employer conferring with the Business Manager of the Local Union involved, and a mutual understanding arrived at. The steward shall be allowed whatever time is necessary to police the job when necessary.

**Section 8.** When an Employer sees fit to discharge an employee or employees or have a reduction in the work force, he is to notify the steward before taking such action.

**Section 9.** When a job is temporarily shut down due to weather, material shortages or similar cause, and employees are laid off, the steward shall be the first employee recalled to work when the work resumes, if qualified.

## **ARTICLE XVII**

### **Labor Foreman**

**Section 1.** When there are four (4) Laborers employed on a project or job, one (1) man shall be a Working Foreman. When there are eight (8) Laborers employed on a project or job, there shall be two (2) Laborers as Working Foremen. When there are twelve (12) or more Laborers employed on a project or job, one (1) foreman shall be supervision. The Contractor may advance a Working Foreman to supervision if he so desires.

**Section 2.** If a job or a project employs twenty (20) or more Laborers, the following labor foreman clause will apply:

(a) When there are four (4) Laborers employed on a project or job, one (1) man shall be a Working Foreman. When there are seven (7) Laborers or more employed on a project or job, one (1) foreman shall be supervision. The Contractor may advance a Working Foreman to supervision if he so desires.

**Section 3.** At no time shall a Labor Foreman have more than twelve (12) men under his supervision.

**Section 4.** Employers shall appoint such foremen if any shall be needed. All foremen shall be members of Laborers' Local 393. Said foreman shall be a member of such Local Union for a period of not less than one (1) year and shall be paid at least two dollars (\$2.00) per hour more than the rate

**Section 5.** General Labor Foreman shall receive two dollars (\$2.00) per hour more than the highest paid Labor Foreman under his supervision.

## **ARTICLE XVIII**

### **Watchmen Clause**

Watchmen shall receive straight time pay for all Saturdays, Sundays, and Holidays. Time and one-half (1½) shall be paid for all overtime. If the watchmen are doing any work that comes under the classification other than watchmen in this Agreement, they shall be governed by the working rules and rates of this Agreement.

## **ARTICLE XIX**

### **Hours of Work and Holidays**

**Section 1.** Eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:30 p.m., with one-half (½) hour for lunch. Five (5) days shall constitute a week's work, Monday through Friday.



The lunch period shall be from 12:00 noon to 12:30 p.m. Time worked during the regular lunch period shall be paid at the overtime rate of their respective rate of pay with thirty (30) minutes on company time for lunch. Employees must be allowed to eat lunch by 1:30 p.m., if employees do not eat lunch by 1:30 p.m. they shall receive an additional thirty (30) minutes pay at the applicable overtime rate of pay. Flexible starting times shall be by mutual agreement between the Employer and the Local Union or Great Plains Laborers' District Council Business Manager prior to incorporating same on any project.

**Section 2.** Laborers who are required to work over ten (10) hours on job sites covered by this Agreement shall be provided with lunch, without cost to employee, and allowed to eat same without loss of time.

**Section 3.** When any new men commence work or report for pre-employment testing, ie. Drug screenings, physical fitness tests etc., they must be given eight (8) hours employment the first day or the equivalent of eight (8) hours pay at his regular rate. The employees shall be reimbursed at the current IRS mileage rate if the testing facilities are outside of the Laborers Local 393 jurisdiction. It is understood that this section does not apply to anyone who fails a drug screening test.

When reporting for pre-employment paperwork, background checks or any other testing requirements, the employee shall be paid not less than 8 hours of pay and fringe benefits.

When an employee is waiting for results of his or her background check and/or drug test results they shall be paid two hours pay and fringe benefits for each day they are waiting.

**Section 4.** No Contractor shall be permitted to shut down the job the day before or after a holiday solely because of the holiday, providing the holiday falls on a normal workday, providing there is Laborers' work to be performed.

**Section 5.** Any overtime under thirty (30) minutes consists of thirty (30) minutes, over thirty (30) minutes shall be counted an hour.

**Section 6.** Legal Holidays shall be: **New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, \*Day after Thanksgiving, and Christmas Day.** No work shall be done on Labor Day, except as a condition of extreme emergency, and then only after consent is given by the Business Manager. Should any of the aforementioned holidays fall on Sunday, the following Monday will be considered a holiday. Double time shall be paid for work done on holidays and Sundays.

\* For the purpose of this Agreement, Veteran's Day will be observed on the Day after Thanksgiving.

**Section 7.** All holidays will be observed according to the National Law governing same.

With the provision and stipulation that it is the desire of the parties to have all crafts celebrate the same holidays on the same days. If this isn't possible, then Section 4 and 5 shall continue to apply.

## **ARTICLE XX**

### **Show-Up Time and Starting Time**

**Section 1.** When an Employer orders a certain number of men and these men appear on the job or shift at the time as requested, then they must be put to work or paid two (2) hours show-up time. Employer may hold employees at the job site for a period of not more than two (2) hours as long as they do not perform any work; if employee is put to work or held at the job site over two (2) hours, then Section 4 of this Article shall apply.

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

**Section 3.** It is agreed, however, that the party of the first part will not be required to pay the show-up time as enumerated in Sections 1 and 2 on account of bad weather or for conditions beyond the control of the Contractor, if he maintains a job office with telephone, which is open one and one-half (1½) hours before starting time. If the office has no telephone, then the Contractor must make arrangements to have a telephone that the employees can call one and one-half (1½) hours before starting time to find out if there is to be any work, or if he should report for work. The Contractor will accept collect calls when the employees are inquiring if they should report for work.

**Section 4.** When an employee commences work as set forth in Section 1 or 2, he must be given four (4) hours' employment or pay. Any Laborer working over four (4) hours or more shall receive six (6) hours' employment or pay; any Laborer working over six (6) hours or more shall receive eight (8) hours' employment or pay.

**Section 5.** It is agreed that when a man is called or a regular employee reports for work at the regular

starting time and the company is unable to put him to work and the company desires that he remain on the site to be available, then the employee shall be paid according to Article XX, Sections 1, 2, and 3. In no case shall an employee receive less than two (2) hours' pay.

**Section 6.** All work done before the regular starting time or after the regular quitting time shall be paid at the applicable overtime rate as provided in the Agreement.

**Section 7.** When an employee reports for work on a premium time day, if he works less than four (4) hours, he shall receive four (4) hours at the applicable rate. If he worked more than four (4) hours, he shall receive eight (8) hours pay at the applicable rate.

**Section 8.** Employees will be required to call the Employer and the Union if he is not able to report for work.

**Section 9.** On any Election Day work men shall be given sufficient time off for the purpose of voting at their respective polling places.

## **ARTICLE XXI**

### **Shift Work**

**Section 1.** When so elected by the Contractor, multiple shifts of at least three (3) consecutive days duration may be worked. When one (1), two (2), or three (3) shifts are worked: The first shift (**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 wage rate for eight (8) hours work.

**Section 2.** The second shift (**swing shift**) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly wage rate for seven and one-half (7½) hours work.

**Section 3.** The third shift (**graveyard shift**) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly wage rate 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.** Premium pay shall be one dollar (\$1.00) per hour for the second shift and one dollar and fifty cents (\$1.50) per hour for the third shift.

**Section 6.** Shift clause shall apply on regular work week only. 12:01 a.m., Monday through 12:00

p.m., Friday. All other work performed on Saturday, Sunday or Holidays and all hours worked other than the regular shift hours shall be paid at the applicable overtime rate.

**Section 7.** There shall be no pyramiding applicable of overtime wage rates.

**Section 8.** 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.

**Section 9.** In the event that men are changed from one shift to another, there shall be eight (8) hours lapse between shifts, otherwise the overtime wage rate shall be applicable.

**Section 10.** When work is started on a shift, the men on such shift shall be paid for that shift, whether or not discontinued.

**Section 11.** There shall be no requirement for a day shift when either the second or third shift is worked.

**Section 12.** If any of the trades that Laborers tend work a multi-shift operation wherein shift starting times are different than those established in the Agreement, the Laborers agree to change their starting time as long as they are not required to work more than the designated Shift Clause hours.

## **ARTICLE XXII**

### **Pay Day**

Regular pay day shall be determined at the pre-job conference or by agreement between the Business Manager and the Employer. On regular pay day employees must be paid prior to quitting time. Employees not paid prior to quitting time shall be entitled to pay at straight time for waiting time until payment is made, unless otherwise agreed on by the Business Manager. An exception would only be in the case of very unusual circumstances, such as a layoff occurring on Emergency work, after the contractor's normal business hours, said contractor shall be allowed to mail the member his check on the next regular work day.

When pay day is a regular holiday, employees shall be paid on the day before such holiday, prior to quitting time.

In case of bad weather, pay checks shall be ready by 12:00 noon on pay day or sooner if available.

Wages shall be paid in cash or by check weekly, and not more than five (5) days' wages beyond the close of the last payroll period may be withheld at any time. Any workmen laid off or discharged shall be paid his wages immediately.

In the event he is not paid off, waiting time at the straight time rate shall be charged until payment is made.

In the event cash is paid, the employee shall be given a statement of earnings and deductions containing the Employer's name and address, date, the name of the person making the payment and the name of the person being paid. When checks are used, the check stub shall state the employee's name, and also the Contractor's name, address, date and all earnings and deductions made for the pay period that is covered by that check. The Employer shall have the right to make such deductions from the employee's salary as required by State and Federal Laws and Social Security, Income Tax and Dues Check-Off.

## **ARTICLE XXIII**

### **Jurisdiction of Work**

**Section 1.** It is agreed that the Laborers claim as their jurisdiction of work:

Tending of Carpenters in unloading, handling, stockpiling of building materials and distribution operations including pre-fab buildings. Tenders, carpenters and other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. The building of scaffolding and staging for masons and plasters. The excavations for buildings and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting, and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors or for other construction. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and

power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union, Diver and Diver Tender. And all other labor work not awarded to any other craft.

Mortar mixers  
Kettlemen and carrier of hot stuff  
Tool crib men  
Watchmen (Laborer)  
Firemen or salamander tenders  
Deck Hands  
Dredge hands and Shore laborers  
Installation and maintenance of temporary gas-fired  
Heating units  
Gravel box men, Dumpmen and Spotters  
Fencing Laborers  
Cleaning Lumber  
Pit Men  
Material Checkers  
Dispatchers  
Unloading Explosives  
Asphalt Plant Laborers  
Writer of Scale Tickets  
Fireproofing Laborers  
Janitors  
Asbestos Abatement Worker  
Hazardous Waste Worker  
Mold and Mildew Worker  
Lead Abatement Worker  
Mold Remediation  
Concrete Specialist  
Crack Sealing & Asphalt Sealing  
Seal Coating and Striping of Outside parking lots and courts  
Road Reflectors  
Televising and lining of mainline sewer pipes  
Any Fabric Petro-Mat, Soil Separator (on Highway only)  
Silt Fence, The handwork (non-machine) Silt Fence, Pond Liners on roads, ponds and ditches  
Tree Topper or Trimmer – Chain Saw Operator excluding Utility work

When loading and unloading of service trucks is required truck driver helpers (minimum of one (1) Laborer) would be assigned to service trucks for the purpose to load and unload materials for crafts Laborers tend.

Landscaping on all jobs. The loading, unloading, distribution, planting and placing of trees, shrubs, sod and seeding on work covered by this Agreement is the work of the Laborers.

Grade and surveyor helpers.

The handling, lighting and maintaining of all lights, flares and flashers.

It is recognized that the Union claims jurisdiction of initial cleaning of windows, doors, walls, floors, scrubbing and waxing of floors and covering and protection on new building construction shall be done by Laborers at the minimum rate that prevails in the Agreement.

The unloading, loading, handling of cement, lime and plaster.

Derrick men and the unloading and handling of stone and tile.

The handling, storing, conveying and use of plastic materials basic or molten shall be the work of the Laborers.

The handling, moving, signaling, hooking on and unhooking, flagging of all power machines which Laborers are using to perform their jurisdiction of work.

**Section 2.** On any job or project where Contractor is responsible for construction staking, common Laborer will drive stakes.

**Section 3.** The curing and covering of concrete by any mode or method shall be done by Laborer excluding self-propelled machines (Laborers to fill machines, mix curing compounds and deliver curing compounds to machines).

The swamping on heavy equipment shall be the work of the Laborers.

Writing of scale tickets at gravel pits, asphalt plants and all temporary plants shall be the work of the Laborers.

Driving stakes and setting of all stringlines for all electronic devices for maintaining elevations on subgrade, subbase, concrete and asphalt pavements, which included C.M.I. Rex and Barber-Green pavers, formless curb machines, and the like, shall be the work of the Laborers, also checking the grades on said machines.

It is agreed that unloading, handling and carrying of all steel in concrete paving is the work of the Laborer. It is also agreed that the placing, tying of all steel, including center strips, reinforcing (rods), wire fabrics, and expansion joints in concrete paving is the work of the Laborer.

Laborers shall handle all material, including the building and moving of all scaffolds on commercial work, including such work for lathers and acoustical men.

The cleaning of doors, walls and windows and covering and protecting shall be done by Laborers.

It is also 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 job site.

Power Rigging of demolition and scrapping work.

The laying of sewer tile, conduit, precast materials, water main pipe, sanitary pipe, sanitary force main pipe, storm sewer pipe, and storm sewer force main pipe by traditional open-cut methods or horizontal directional drilling. As well as all work associated with said pipe laying, including but not limited to: mechanical joint fittings, push on fittings, gasket fittings, fuse fittings, other pressure or non-pressure fittings, lift stations, valve vaults, manholes, inlets catch basins, live connections, live taps, insertion valves, setup/maintenance/take down of bypass pumping/piping, testing, televising, and/or inspection. All down spouts and drainage areas, soil pipe, gravel basins, septic tanks, cesspools, water storage tanks and underground retention pond, etc.

The Employer and the Union agree that the above mentioned jurisdiction of work is not intended to conflict with established practices, International Agreements or jurisdictional awards approved by the Building and Construction Trades Department, AFL-CIO (greenbook decisions attested by the Chairman). The parties agree to protect employers that may be signatory to other trades that may also claim similar work so as to not have employers pay two fringe benefit funds for the same work.



## **ARTICLE XXIV**

### **Job Classification**

#### **A. Journeymen Rate will be paid for all classifications (formerly Base and Semi Skilled)**

Handling of materials treated with oil, creosote, asphalt and/or foreign material harmful to skin or clothing, Track Laborers, Cement Handlers, Chloride Handlers, The Unloading and Laborers with steel workers and re-bars, Concrete workers (wet), Tunnel helpers in free air, Batch Dumpers, Kettle and tar men, Tank cleaners, Plastic installers, Scaffold workers, Motorized buggies or motorized unit used for wet concrete or handling of building materials, Laborers with de-watering systems, Sewer workers plus depth, Rod and chainmen with land surveyors, Rod and chainmen with surveyors, Rod and chainmen with technical engineers, Vibrator operators, Mortar mixer operators, Cement silica, clay, fly ash, lime and plasters handlers (bulk or bag), Cofferdam workers plus depth, On concrete paving, placing, cutting and tying of reinforcing, Deckhand, dredge hand and shore laborers, Bankmen on floating plant, Asphalt workers with machine and layers, Grade Checker, Power tools, Driving all stakes, stringlines for all machinery, Setting and building of manholes and catch basins, Stripping of all concrete forms except paving forms, On all concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh)

Mason Tenders, Caisson workers plus depth, Gunnite nozzle men, Lead man on sewer work Welders, cutter, burners and torchmen, Chain saw operators, Paving breaker, jackhammer and drill operators, Layout man and/or tile layer, Steel form setters - street and highway, Air tamping hammerman, Signal man on crane, Concrete saw operator, Concrete saw operator walk behind, Screedman on asphalt pavers, Front end man on chip spreader, Laborers tending masons with hot material or where foreign materials are used, Multiple concrete duct – leadman, Luteman, Asphalt raker Curb asphalt machine operator, Ready-mix scalemen, permanent, portable or temporary plant Laborers handling masterplate or similar materials, Laser beam operator, Coring machine operator, Plaster tenders, Underpinning and shoring of buildings, Material selector when working with firebrick or castable material, Fire Watch, Signaling of all power equipment, Tree topper or trimmer, Diving and Diver Tender, Pump men, Plaster Tender.

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.

**Hot Work** - Laborers working in extreme heat shall receive two (2) times their normal hourly rate of pay.

**Flagging** – Laborers assigned to Flagging shall be paid one dollar (\$1.00) per hour over the base rate of pay

**Dynamite Man** - Minimum four (4) hours pay at one dollar (\$1.00) per hour above the prevailing rate and if he is required to work more than four (4) hours, he shall receive eight (8) hours at \$1.00 per hour above the prevailing rate, and if he shall have only four (4) hours to shoot dynamite, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular rate.

**Asbestos Abatement Worker, Lead Base Paint Removal and Mold Remediation** - Minimum four (4) hours pay at two dollar (\$2.00) per hour above the prevailing rate and if he is required to work more than four (4) hours, he shall receive eight (8) hours at \$2.00 per hour above the prevailing rate, and if he shall have only four (4) hours to perform Asbestos Abatement work and/or Lead Base Paint Removal, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular rate.

In the event that the available workers do not have a current physical, the contractor will provide the worker, at the employers expense, the proper physical required prior to employment and pay the worker a minimum of four hours pay for the time spent acquiring the physical as per OSHA 1910-1001(1)(5)

**Hazardous Waste Worker** - Minimum four (4) hours pay at two dollar (\$2.00) per hour above the prevailing rate and if he is required to work more than four (4) hours, he shall receive eight (8) hours at \$2.00 per hour above the prevailing rate, and if he shall have only four (4) hours to perform Hazardous Waste Work, he shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular rate.

## **ARTICLE XXV**

### **Wages and Employee Security**

**Section 1.** All work performed at the overtime rate shall be paid accordingly, (a) Heavy and Highway one and one-half (1½) times the hourly rate of pay, and (b) Building Construction - when all employees of an employer (contractor) receive an overtime rate of one and one-half (1½) times their regular rate of pay, then the Laborers working for this employer, on overtime hours, shall receive one and one-half (1½) times their rate of pay.

**Section 2.** Wages for the Local Unions signatory to this Agreement are as outlined in Addendum II.

**Section 3.** Employees shall have the right within the limits set by Section 8(b)(4) of the National Labor Relations Act as amended; and it shall not be a violation of this contract, nor cause for discharge or any other penalty, if an employee or employees (covered by this Agreement) refuse to go through a legal primary established Union picket line.

## **ARTICLE XXVI**

### **Working Rules**

**Section 1.** Hod Carriers and Plasterer Tenders Clause - Whenever the plastering hose is not being used to apply plaster directly to the walls or ceiling, it shall be the work of the Laborers.

**Section 2.** Pump man and/or mixer man shall stay at the mixer or pump whenever plasters are working.

**Section 3.** When two or more cement finishers are working, they shall have at least one (1) Laborer as a helper or as many more as the job may require, until all Laborers' work is completed. Laborers will not stay for the final troweling, unless Laborers' work is contemplated.

**Section 4.** There will be a minimum of one (1) Laborer, or more if the job requires to tend sawman, clean up, get new lumber, etc.

**Section 5.** There will be a minimum of one (1) Laborer, or more if the job requires, to tend sandblasting, tuck pointers, and masons washing down walls.

**Section 6.** If a paving breaker or jackhammer is used, two (2) men will be used to operate same, if hammer weight is fifty (50) pounds or more when used horizontally or eighty (80) pounds or more used vertically. The second man will clean up when not operating hammer. The employees used for this work shall use safety glasses at all times, and if necessary, use respirators.

**Section 7.** It is agreed that when extra help is needed on the mixer and pump, it will be decided between the mixer man, steward and plastering superintendent.

**Section 8.** Employees shall have the right to refuse to work out of their own jurisdiction without cause for discharge.

**Section 9.** Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the workday.

**Section 10.** The Contractor shall furnish all tools overshoes, hip boots if job requires, rain pants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all

other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over.

**Section 11.** It is understood that the Employer shall furnish gloves to the mason tenders or any employee handling bricks, block or tile.

**Section 12.** Cement car men are to receive the same number of hours of employment per day as the other Laborers on the job.

**Section 13.** First aid kits shall be furnished and maintained on all jobs.

**Section 14.** If an 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.

**Section 15.** There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

**Section 16.** A warm clean shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

**Section 17.** All work of the Employer shall be performed under mutually provided safety conditions which must conform to State and Federal regulations. It shall also be a requirement of the employee to conform to safety regulations and measures as provided. If the employee refuses to comply with safety regulations after a warning in writing, he may be discharged. Laborers will not be required to work in the rain unless in case of extreme emergency.

**Section 18.** No Laborer shall leave the tool shed before his regular starting time, and shall have all tools put away by his regular quitting time, unless instructed to work overtime.

**Section 19.** The Employer shall also furnish drinking water, fresh daily or more often as required, in clean, suitable container from a state approved water supply. The containers shall be cleaned with a proper cleaning agent whenever necessary. Clean ice shall also be furnished by the Employer for all drinking water. The drinking water shall be on the job in readily accessible places by thirty (30) minutes

after starting time, and ice shall be available no later than thirty (30) minutes after starting time. Sanitary paper cups shall be placed with each water container.

**Section 20.** When an employee works at the semi-skilled or skilled rate before 12:00 noon he shall be paid at the applicable rate until the lunch hour. If an employee works after 12:00 noon at the semi-skilled rate, he shall be paid at the applicable rate until quitting time.

**Section 21.** Refreshments brought to the designated work area when work commences may be consumed at the employee's designated work area. Flagger will be relieved once in the morning and once in the afternoon.

**Section 22.** 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.

**Section 23.** 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.

**Section 24.** On any project or job where a centrally reporting place is designated, the Employer must provide adequate means of transportation from said place to job site providing the designated reporting place is one-half ( $\frac{1}{2}$ ) mile or more from the point where the employees are to work. Vehicles shall be properly covered during the cold and inclement weather.

**Section 25.** There shall be no scoop shovels used except on sawdust, cinders and snow.

**Section 26.** There shall be no transferring of men from job to job during lunch period.

**Section 27.** In the event of a tool checking system, where Laborers check tools, a Laborer shall be employed as tool crib man at base rate.

## **ARTICLE XXVII**

### **Depth and Height Pay**

**Section 1.** On scaffolding or false work, whether attached or freestanding, staging, movable decks and slip forms, buildings, towers, tanks or elevators and all height or new and old construction or wrecking, the hourly rate of pay shall be the regular rate of wages for the first twenty (20) feet and for each additional twenty (20) feet or any fraction thereof the rate shall increase twelve and one-half cents (\$.12 ½) per hour until the height of one hundred (100) feet has been reached. After the height of one hundred (100) feet has been reached, the rate shall increase twenty-five cents (\$.25) for each twenty (20) feet or any fraction thereof and for every twenty (20) feet or any fraction thereof.

**Section 2.** When Laborers are required to work six (6) to twelve (12) feet below immediate existing ground level on caisson, shaft, trench excavations and bridge work, they shall receive twenty cents (\$.20) per hour premium more than the classification they are working under and twenty cents (\$.20) shall be added for each additional ten (10) feet or any fraction thereof below existing ground level-excluding foundation drain tile eight (8") inches and under.

**Section 3.** When Laborers are required to work in a ditch or trench excavation such safety measures as sloping, shoring, or bracing as are appropriate and reasonable under the circumstances shall be taken.

**Section 4.** When employee works under one of the higher classifications in Article XXVII, Depth and Height Pay, before 12:00 noon, he shall be paid at the applicable rate until lunch hour. If employee works after 12:00 noon, he shall be paid at the applicable rate until quitting time.

All heights referred to above are subject to free fall.

## **ARTICLE XXVIII**

### **Intoxicants**

**Section 1.** It is agreed that the use of intoxicants on the job or reporting for work under the influence of liquor shall be sufficient cause for dismissal.

**Section 2.** It shall not be deemed a violation of this Agreement for employees to refuse to work under supervision who are under the influence of liquor.

**Section 3.** The Illinois Valley Contractors Association, the Great Plains Laborers' District Council and The Illinois Valley Construction Industry Labor-Management Committee will establish a Drug Policy, which once established, will become part of this Agreement. Employers may utilize the Substance Abuse Policy and Procedures as established by the Illinois Valley Labor/Management Program and said Policy will be a part of this agreement.

## **ARTICLE XXIX**

### **Market Preservation**

The Business Agent, with the approval of the District Council Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

On jobs where non-signatory contractors are bidding, the terms and conditions of employment shall be as mutually agreed to by the Employer and the Union. Once concessions are granted by the Business Agent with approval of the District Council Business Manager the following procedure shall be strictly adhered to:

**Step 1.** Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such request shall be directed to the Business Agent, who shall as appropriate grant concessions and modifications necessary to assure continued work opportunities for employees.

**Step 2.** Once the Business Agent agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified. The Union shall also immediately notify the Illinois Valley Contractors Association having the bargaining rights for the Employer(s) who originally requested the modification. Notification of the Association shall be confirmed in writing as soon as practical.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) and the Illinois Valley Contractors Association no later than two (2) working days prior to bid opening. Such concessions shall initially be transmitted to the appropriate Association(s) by telephone. However, as noted above, they must be confirmed in writing as soon as practical.

**Step 3.** Any concessions or adjustment granted for a specific project shall be available to all signatory Employers interested in the project. However, it will be the responsibility of the individual Employers to request information regarding any possible adjustments from the Illinois Valley Contractors Association. To ensure that all individual Employers have equal access to contract concession information, the Illinois Valley Contractors Association shall serve as a clearing house for information regarding contract concessions.

Any wage adjustments granted as a part of concessions for a specific project shall be established on a percentage of the base wage rate. Fringes and contributions shall continue to be paid as provided in the respective Collective Bargaining Agreements.

## **ARTICLE XXX**

### **Adjustment of Disputes**

**Section 1.** Any dispute of any type concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance, if possible. No employee grievance may be considered unless submitted in writing to the Union and the Employer within ten (10) days of the alleged violation.

**Section 2.** Negotiating Committee. In the event the matter is not settled, it shall be referred to the Negotiating Committee consisting of a maximum of three (3) employer representatives, selected by the Association and a maximum of three (3) Union representatives, selected by the Union District Council involved, or equal number thereof. After notice has been received by either the Association or the District Council, a meeting of the Negotiating Committee will be set up within fifteen (15) days. The determinations of the Negotiating Committee shall be governed by majority vote.

Upon mutual agreement the parties may extend the fifteen (15) day limitation.

**Section 3.** Arbitration. Should the Negotiating Committee be unable to resolve the matter, then the Union or the Association may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one (1) of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so



submitted the parties shall within ten (10) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one (1) remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. Expenses of arbitration, including the arbitrator's fee and expenses, will be borne equally by both parties.

**Section 4.** The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement or any agreement made supplementary thereto. Wages, hours, fringe benefits are not arbitrable.

**Section 5. Conclusiveness and Enforcement.** The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employers, Association, and employees and all claiming thereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

**Section 6.** There shall be no strikes or lockouts during the life of this Agreement.

#### **ARTICLE XXXI Jurisdictional Disputes**

It is agreed by and between the parties to this Agreement that any and all Jurisdictional Disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

(1) Negotiation by and between the Local Business Representative of the disputing Unions and the Great Plains Laborers' District Council and the Employer involved. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.

(2) Submission of the dispute within ten (10) days to the Illinois Valley Contractors Association, Labor Division and the Headquarters of the said International Unions in writing clearly setting forth the facts of the dispute in the same manner as formerly done by the parties when submitting such disputes to

the National Joint Board for the Settlement of Jurisdictional Disputes. The dispute shall be pursued until such time as it shall become apparent that it cannot be settled by the above-named parties.

(3) Assignments of work shall only be made by the employer or his designated representative.

(4) There shall be no strike or lockout during the attempt to resolve a Jurisdictional Dispute as set forth in this Article.

However, in the event that the National Joint Board for the Settlement of Jurisdictional Disputes shall be reconstituted and the Illinois Valley Contractors Association and Laborers' International Union of North America shall become an actively participating party, then the parties hereto mutually agree to submit Jurisdictional Disputes to the reconstituted National Joint Board for Settlement of Jurisdictional Disputes according to the rules and procedures of such National Joint Board and further agrees to be bound by its decisions.

## **ARTICLE XXXII**


### **Entire Agreement of Parties**

**Section 1.** This represents the entire Agreement of the parties. The Employer understands that the Union is a fraternal society and as such, and in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own use. However, such rules or regulations whether contained in a by-laws, constitution, or otherwise, shall have no effect, directly or indirectly, upon this collective bargaining Agreement, any employment relationship, or the relationship between the parties.

**Section 2.** Individual contractors signatory hereto who are not members of the said Association agree to be bound by any amendments, extension or changes in this Agreement agreed between the Union and the Associations, 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 contractor notifies the Union in writing that it revokes such authorization. Further, said non-member contractor agrees that notice served by the Union upon said Associations and Mediation Service for reopening, termination, or commencement or negotiations shall constitute notice upon and covering the non-member contractor's signatory hereto.

IN WITNESS WHEREOF, the parties have affixed their signatures which officially bind said parties under the provisions of this Agreement.

ILLINOIS VALLEY CONTRACTORS ASSOCIATION

  
By: Daniel F. Aussem, Executive Director  
Phone: (815) 223-0561

05-09-2023  
Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL

  
By: Tony Penn, Business Manager  
Phone: (309) 275-0744  
LABORERS' LOCAL UNION #393

5/8/2023  
Date

  
By: Kevin Dale, Business Manager  
Phone: (815) 795-2829

5-4  
Date

Contractor's Signature

Date

Contractor's Name

Contractor's Address

City and State

Zip

Telephone Number

## **ADDENDUM I**

Pension Fund, Welfare Plan, Annuity Fund, Vacation Fund, Laborers'-Employers' Cooperation and Education Trust, Midwest Foundation for Fair Contracting, Inc., Illinois Laborers' Legislative Committee, Illinois Valley Labor-Management Trust and Illinois Valley Construction Industry Advancement Fund

**Section 1. Pension Fund.** Commencing May 1, 2006 the Employer agrees to make payments to and be bound by the Central Laborers' Pension Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Central Laborers' Pension Fund the following cents per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. See Addendum II.

**Section 2. Welfare Plan.** Commencing May 1, 2006 the Employer agrees to make payments to and be bound by the North Central Illinois Laborers' Health & Welfare Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the North Central Illinois Laborers' Health & Welfare Fund the listed cents per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. See Addendum II.

**Section 2a. Welfare Plan.** Commencing May 1, 2006 the Employer agrees to make payments to and be bound by the Northern Illinois Welfare Trust, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Northern Illinois Welfare Trust the listed cents per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. See Addendum II.

**Section 3. Northern Illinois Annuity Fund.** The Employer agrees to make payments to and be bound by the Northern Illinois Annuity Fund, including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Northern Illinois Annuity Fund the cents per hour as denoted in Addendum II for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction.

Annuity contributions will be calculated on "Hours Paid" such that overtime rates of "Time and one Half" and/or "Double Time" shall also apply to the annuity contribution rate.  
All other contributions will be paid on "Hours Worked"

**Section 4. Vacation Fund.** 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 Laborers' of Illinois Vacation Fund, and all amendments thereto, 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 representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective May 1, 2006 the Employer shall deduct from the wages of his employees covered by this Agreement, the sum per hour as listed in Addendum II for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction and remit the same to the Laborers' Of Illinois Vacation Fund, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615 in the manner as from time to time prescribed by the Trustees of said Fund.

Upon thirty (30) days written notice prior to May 1 of each year to the Employer the amount to be deducted from the wages of each employee and remitted to the Fund may be amended, altered or discontinued, once a year and the Employer shall thereafter deduct such amount as directed in the written notice and remit the same to the Fund as prescribed by the Trustees of said Fund.

**Section 5. Laborers'-Employers' Cooperation and Education Trust (L.E.C.E.T.)** 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 North Central Illinois Laborers' District Council Laborers'-Employers' Cooperation and Education Trust (N.C.I.L.D.C.-L.E.C.E.T.), 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615, 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 representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective, May 1, 2023 the Employer shall contribute to the Trust the sum of \$0.26 per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust. See Addendum II.

**Section 6. Midwest Foundation for Fair Contracting, Inc.** 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 Midwest Foundation for Fair Contracting, Inc., 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615, 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 representatives such Trustees as may be, from time to time, appointed to serve as Employer Trustees therein.

Effective, May 1, 2023 the Employer shall contribute to the Trust the sum of \$.17 per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction, in such manner as shall from time to time be prescribed by the Trustees consistent with the Agreement and Declaration of Trust. See Addendum II.

**Section 7. Illinois Laborers' Legislative Committee** Commencing May 1, 2006 the Employer agrees to make payments to and be bound by the Illinois Laborers' Legislative Committee including any amendments or changes thereto. The Employer shall deduct from the wages of his employees covered by this Agreement, the sum per hour as listed in Addendum II for each hour or portion thereof, including overtime hours worked by the employee and remit the same to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615. The Employer may request a copy of the receipt of a proper assignment executed by an employee.

The Union agrees that it will indemnify and hold harmless the **EMPLOYER** from any and all claims, suits, causes of action or otherwise, as regards the creation and administration of the dues check off established by this Section and such indemnity and agreement to hold harmless shall include the payment of costs and attorney's fees on behalf of the beneficiaries of such indemnity.

**Section 8. Illinois Valley Labor-Management Trust** The Employer agrees to make payments to and be bound by the Illinois Valley Labor-Management Trust including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Illinois Valley Labor-Management Trust the sum of \$.04 cents per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. Effective May 1, 2023, the contribution rate

will be \$0.06 per hour. See Addendum II.

**Section 9. Illinois Valley Construction Industry Advancement Fund** Commencing May 1, 2017 the Employer agrees to make payments to and be bound by the Illinois Valley Construction Industry Advancement Trust including any amendments or changes thereto, and the Employer accepts as Trustees those Trustees selected in the manner provided in said Trust Agreement. The Employer shall pay to the Illinois Valley Construction Industry Advancement Fund the sum of \$.20 cents per hour for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction. The IVCAF reserves the right to increase the contribution rate throughout the term of the Agreement. If a contractor, pursuant to an international agreement refuses to pay monies into the Illinois Valley Construction Industry Advancement Fund, the amount of that contribution will be added to the basic rate of hourly pay of the individual Laborer. See Addendum II.

**Section 10. Market Preservation Fund.** The Employer shall deduct from the wages of his employees covered by this Agreement, the sum per hour as listed in Addendum II for each hour or portion thereof, including overtime hours worked by an Employee covered by this Agreement for work performed in the individual Local Union's jurisdiction and remit the same to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615.

**Section 11.** Payments to the office of the aforesaid Plans and Funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

## ADDENDUM II

**Section 1. Working Dues Check-Off.** Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall upon receipt of a proper assignment executed by an employee deduct the authorized membership working dues from the wages of each Employee and forward such monies promptly to the North Central Illinois Laborers' Health & Welfare Fund office, 4208 W. Partridge Way, Unit 3, Peoria, Illinois 61615. Said monies should be in the Council office by the 15th of the following month covering the hours worked the previous month.

**Section 2.** Said failure to make the required dues payments at the time specified shall be deemed a gross breach of the Agreement by the Employer, and the Union shall be free to take any economic action, including refusal of Employees to work and picketing, to obtain Employer compliance with this Agreement, notwithstanding any other provisions of this Agreement.

**Section 3. Wages, Fringe Contributions and Deductions.** EFFECTIVE: May 1, 2023, the wages, fringe contributions, and deductions for **Heavy and Highway and Building Construction** shall be as described below:

### **WAGES:**

JOURNEYMAN RATE: \$35.91

### **CONTRIBUTIONS:**

PENSION: \$ 14.37

NORTHERN IL ANNUITY: Straight time \$ 6.00

NORTHERN IL ANNUITY: Overtime \$ 9.50

NORTHERN IL ANNUITY: Double time \$ 12.00

NORTH CENTRAL IL WELFARE: \$ 8.50

Retiree Supplement \$ 0.85

TRAINING: \$ .80

IL VALLEY LABOR MANAGEMENT:\*\*\*\* \$ .06

L.E.C.E.T.:\*\*\* \$ .26

MIDWEST FOUNDATION

FOR FAIR CONTRACTING: \$ .17

IVC – INDUSTRY ADVANCEMENT FUND \$ .25

Local 393 Scholarship Fund \$ .05

**TOTAL PACKAGE: (Basic Rate) \$67.22**

\*\*\*Employers that perform work on Windfarms and Pipelines shall pay a L.E.C.E.T. contribution of \$0.36/hr

### **DEDUCTIONS:**

DUES CHECK-OFF 5.5% gross

(calculated as a percentage of gross pay)

VACATION FUND \$ 2.50

(per hour deducted from net wages)

ILLINOIS LABORERS'

LEGISLATIVE COMMITTEE: \$ .20

MARKET PRESERVATION FUND \$ .25

Wage increase of \$3.02 per hour effective May 1, 2024 (at least \$1.50/hr to hourly wage)

Wage increase of \$3.51 per hour effective May 1, 2025 (at least \$1.75/hr to hourly wage)

IN WITNESS WHEREOF, the parties have affixed their signatures which officially bind said parties under the provisions of this Agreement.

ILLINOIS VALLEY CONTRACTORS ASSOCIATION

Daniel F. Aussem  
By: Daniel F. Aussem, Executive Director  
Phone: (815) 223-0561

04-25-2023  
Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL

Tony Penn  
By: Tony Penn, Business Manager  
Phone: (309) 692-8750

4/24/2023  
Date

LABORERS' LOCAL UNION #393

Kevin Dale  
By: Kevin Dale, Business Manager  
Phone: (815) 795-2829

4-24-23  
Date

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Contractor's Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Date



## Central Laborers' Pension Fund

Contributions for the above listed Fund(s) shall be mailed to the Central Laborers' Pension Fund office at P.O. Box 1267, Jacksonville, Illinois 62651.

North Central Illinois Laborers' Health & Welfare Fund

Northern Illinois Welfare Fund

Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program

Great Plains Laborers' District Council Dues Check-Off

Illinois Valley Construction Industry Advancement Fund

Laborers' of Illinois Vacation Fund

Laborers'-Employers' Cooperation and Education Trust

Midwest Foundation for Fair Contracting

Illinois Valley Labor Management Trust

Illinois Laborers' Legislative Committee

Great Plains Laborers' Annuity Fund

Contributions for the above listed Funds shall be mailed to the North Central Illinois Laborers' Health & Welfare Fund office at P.O. Box 9090, Peoria, Illinois 61612-9090

## **LABORERS' LOCAL UNION NO. 393**

Kevin Dale, Business Manager

322 Main Street

Marseilles, IL 61341

Phone: (815) 795-2829