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Title: **Southern Illinois Builders Association & Southern Illinois Contractors Association and Twelve Counties Southwestern Illinois District Council, Laborers International Union of North America (LIUNA), AFL-CIO (2003) (MOA)**

K#: **8676**

Employer Name: **Southern Illinois Builders Association & Southern Illinois Contractors Association**

Location: **IL**

Union: **Twelve Counties Southwestern Illinois District Council, Laborers International Union of North America (LIUNA), AFL-CIO**

Local:

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Sector: **P**

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K 8676
4000 workers

MEMORANDUM OF AGREEMENT

46/MS

Between

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

And

AFFILIATED LOCAL UNIONS

Of The

TWELVE COUNTIES SOUTHWESTERN ILLINOIS
DISTRICT COUNCIL OF THE LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA

Effective

AUGUST 1, 2003 thru JULY 31, 2006

11/5/03:
Page 46, signature page,
is missing. It will be
faxed when SIBA gets it.

.JKS

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ARTICLE 1
Parties to Contract

This Memorandum of Agreement made and entered into by and between the Southern Illinois Builders' Association, Southern Illinois Contractors Association, Signatory Employers, hereinafter referred to as Employer, and the Affiliated Local Unions of the Twelve Counties Southwestern Illinois District Council of the Laborers' International Union of North America, hereinafter known as the Union.

ARTICLE 2
Territory Covered

It is agreed that this Contract shall cover all of the following Locals located in Bond, Calhoun, Clinton, Greene, Jersey, Macoupin, Madison, Monroe, Montgomery, Randolph, St. Clair and Washington Counties:

Greenville No. 622, Pocahontas No. 677, Carlyle No. 581, Mt. Olive No. 950, Alton No. 218, Collinsville No. 44, Edwardsville No. 179, Glen Carbon No. 474, Highland No. 680, St. Jacob No. 674, Wood River No. 338, Columbia No. 196, Hillsboro No. 1084, Chester No. 925, Belleville No. 459, Belleville Hodcarriers' No. 197, East St. Louis Hodcarriers' No. 454

ARTICLE 3
Union Security - Hiring

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

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

contained in Section 8(a)(3) and Section 8(b)(2) of the NLRA as amended (1947). All new employees shall, as a condition of employment, apply for membership in the Union within thirty (30) days after hire or date of execution of this Agreement, whichever is later, and shall maintain membership in the Union thereafter subject to the provisions contained in Section 8(a)(3) and Section 8(b)(2) of the NLRA as amended (1947).

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

- (a) The Union shall be the sole and exclusive source of referrals of applicants for employment.
- (b) The Local Union will maintain a referral list of registered applicants available for employment within the territorial jurisdiction of the Local Union.
- (c) Each applicant seeking referral shall fill out the Local Union's "Application for Referral" setting forth the applicant's work history, training, licenses, certifications, documentation, and other such information showing the applicant's qualifications and skills. This application must be signed and dated by the applicant and shall be included in addition to the above name, telephone number and social security number. The Union shall not assume any responsibility for the correctness of the information the applicant presents in seeking referral, but in the event the applicant misrepresents such information, the applicant may be disqualified for referral. Failure to timely provide information and documentation may result in the applicant's disqualification as to the work classifications listed in the applicant's "Application for Referral".
- (d) The Union shall establish a time, day, and place for registering for work in person, and this information shall be conspicuously posted in the Union office. An applicant's registration with the Union shall be in effect for one business week, and the applicant must re-register in person each week.
- (e) The Employer shall request the Union to refer applicants as required, shall not solicit applicants directly, and shall not in any manner circumvent the Union in the recruitment of applicants for employment.
- (f) Applicants already employed in the industry within the geographic area covered by this contract shall be eligible for referral to another job provided that they appear personally for referral as required by this Article. No applicant shall be denied referral because they have been discharged or rejected by any other employer subject to

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this agreement.

- (g) The Employer in requesting referral of applicants shall specify to the Union such information as is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.
- (h) The Union shall refer to the Employer such applicants as are fit and competent to fulfill the requirements of the position to be filled, and who have the requisite experience and skills for fulfilling such position as specified by the Employer. Competency for a position shall be determined based on past experience in the work, required licenses, and other verified experience and skills germane to the position to be filled. These criteria shall be applied in an objective nondiscriminatory manner for all applicants.
- (i) Each working day, a daily referral list shall be prepared, showing the order in which applicants that day made personal application for referral.
- (j) Referrals shall be made from those duly-registered applicants who are present at the Union hall at the time of referral.
- (k) In the event an applicant on the referral list refuses a referral for good cause, lacks required skills, or is otherwise not competent or fit to fulfill the position, the next available applicant on the referral list who is fit, competent and possesses the required skills shall be referred.
- (l) Apprentices shall be referred under a separate referral list, and shall be listed according to their apprenticeship year.
- (m) The provisions of this Article shall be posted by the Employer at its premises where notices to employees and applicants are customarily posted and shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.
- (n) The registration of and selection of applicants for referral shall not be based on or in any way affected by Union membership, by Union By-Laws, rules and regulations, constitutional provisions or any other aspect or obligation of Union membership; nor shall any supervisor in the employ of any Employer who holds Union membership be bound or in any way affected in the performance of his duty for the Employer by any obligation of Union membership, By-Laws, rules and regulations, or constitution of the Union.
- (o) On any project where there is a question of transfer of Laborers, that question will be resolved by a job

conference prior to commencement of a project. Notwithstanding any other Article or provision of this Agreement, it shall be permissible for the Employer and the Local Union to agree to movement of individual laborers from project to project within the jurisdiction of the Local Union. Provisions of this section shall be applied in a good faith manner by parties to this Agreement.

- (p) No Employer shall be permitted to transfer key employees from one Local Union's geographical jurisdiction to another Local's jurisdiction unless the Business Managers of the Local Unions involved agree to such transfers at the pre-job conference. This Key Laborer must acquire an ability to perform a task for the Employer which the Local Union may not be able to furnish. He must have been in continuous good standing within the Twelve Counties Southwestern Illinois District Council for one year. The Employer shall not recruit or hire applicants directly.
- (q) The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any person furnished by the Union, or to discharge, for just cause any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.
- (r) The Union shall maintain records of all job referrals which shall be available to applicants for review, upon reasonable request. However, the required application form filed by individual applicants shall be confidential. Such individual application forms shall be subject to review by an applicant for relevant information only if that applicant alleges that another applicant was improperly referred to a job vacancy based on alleged qualifications in preference to the applicant requesting the information.
- (s) There shall be no discrimination against any employee or applicant for reasons of age, race, sex, religion, national origin, color or status as a Vietnam-Era veteran.

3.4 ARBITRATION: An applicant for employment who is aggrieved by an action of the Union with respect to registration or referral under this provision or who is aggrieved by action of the Employer in connection with hire hereunder, may, within ten (10) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a board consisting of a representative of the Union, a representative of the Employer, and an impartial chairman appointed jointly by the Employer and the Union. Such board shall consider the grievance and render a decision which shall be final and binding. The board is authorized to issue procedure rules for the conduct of its

business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangement. The cost of the third party shall be borne equally by all parties involved.

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

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

ARTICLE 4

Savings Clause

Nothing in this Agreement shall be construed or is it intended to be contrary to any local, state or federal law. In the event that any provisions of this Agreement shall become legally invalid or unenforceable due to change by local, state or federal law, such invalidity and unenforceability shall not affect the remainder of provisions of this Agreement.

ARTICLE 5

Management Rights

5.1 The Employer shall be the sole judge of, and shall have the right to determine the number of employees required on any job, or on any portion of the work being done by the Employer subject to the terms of this Agreement. There shall be no restriction as to the use of machinery, tools or appliances subject to the terms of this Agreement.

ARTICLE 6

Classes of Work

6.1 The Union and the Employer agree that:

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

- a higher wage rate).
- (b) Streets, parking lots, curbs and gutters constructed in connection with prior or subsequent to building construction projects only, shall be done under the terms and conditions of this Agreement.
 - (c) The Union shall control all Laborers' work that comes within its jurisdiction.
 - (d) The Contractors signatory to this agreement, or their supervision, shall not give or assign any portion of the work covered by the jurisdiction of the Twelve Counties Southwestern Illinois District Council of the Laborers' International Union of North America to any other craft or organization.
 - (e) The Employer shall assign the work to be performed in a manner that is not contrary to decisions or agreements of record in accordance with established practices of the majority of the Employers in the local area where the work is to be performed.

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

ASPHALT

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

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

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

Laborer shall perform all maintenance of asphalt plants.

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

The watering and fueling of all equipment.

BATCH PLANTS

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

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

BUILDING WORK

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

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

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

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

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

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

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

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

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

Cleaning of floors shall be done by the Laborer. The boxes, cartons and so forth to be removed by the Laborers.

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

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

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

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

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

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

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

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

Laborers. On free standing furniture the unloading, handling, and placing is the work of the Laborers. On furniture knocked down and to be assembled it shall be unloaded and handling to the point of installation by Laborers. In those cases of furniture bolted or screwed to the wall the unloading and handling to the point of installation is the work of the Laborers.

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

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

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

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

The handling of protective canvas shall be done by the Laborers.

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

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

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

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

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

CONCRETE

- A Wrecking, stripping, dismantling, cleaning, moving, and oiling of all concrete forms.
- B The use of a Concrete Specialist.
- C leveling, tamping, and spreading of concrete for foundations, walls, reinforced floors, sleeper fill, or sidewalks, all labor work on cement guns.
- D The removal of all false work.
- E Setting, lining, and leveling of all slab road forms.
- F All work necessary to properly service the Cement Finisher, the driving of all stakes, the placing of all forms or screeds, including steel curb and gutter screeds to the point of installation.
- G Blocking and striking off of concrete and the handling of bull float where bull float is to be used for striking off.
- H Placing and leveling of concrete to grade by any mode or method.
- I Grading all concrete floors, footings, sidewalks, and yards, the handling of any and all runways and scaffolds for concrete. Any grades to be established during the operation of pouring the floor will be done in its entirety by Laborers.
- J The handling of concrete chutes, chute lines the hanging of metal chutes, the cleaning of all concrete chutes whether metal or wood.
- K The signaling and handling of all concrete buckets shall be performed exclusively by Laborers covered by this Agreement and such work shall be under the sole jurisdiction of the Union party hereto.
- L The handling, pouring, strike off and vibrating of all concrete while concrete is being poured. The "Bushing" of all concrete.
- M The operation of all concrete pumps and maintenance of same.
- N The manning of mechanical concrete buggies.
- O Operating and servicing of all concrete vibrators, handling and unloading all concrete materials and the aggregates of same, etc. On large concrete pours, two (2) men will be utilized on each vibrator and they shall interchange positions during the day.
- P The operation of the concrete saw, concrete pumps, grout pumps, laser screeds, vibrating screeds, viber-strikes, bead blasters, and concrete curbing and gutter machines shall be performed exclusively by Laborers covered by this Agreement. The manning of all equipment used in injecting a grout slurry mix or any similar material used to correct defects in concrete or to stabilize slabs, structures or underground voids.
- Q Operation of all concrete mixers up to and including two (2) bags capacity, without mechanical side loaders or skips. Performance of all work necessary in remedying defects in concrete caused by leakage, bulging, sagging or through difficulties of shifting forms. Concrete work, excavating, hoisting of rubble,

debris, lumber and materials. Mixing of all materials for concrete finish and tending to cement finishers in the construction of building, walls, bridges, curbs, fences, machinery, foundations, footings, fire-proofing, butters, sidewalks, steps, coping and concreting around illuminating tile. All grouting and dry packing.

R All Laborers' work on all curbs and gutter machines.

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

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

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

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

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

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

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

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

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

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

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

DD All gunite work when the work to be performed is to be of a thickness of one and one-half (1 1/2) inches or greater. The handling and operation of cement guns, the nozzle man and machine operator to be a laborer; the use of any vehicle, device, or

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

DECK HANDS

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

DEMOLITION

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

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

DEWATERING

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

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

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

DRILLING

A Star drilling when done either by hand or mechanical or compressed air mechanism or device.

B Operation of diamond point drills whether run by gas, air, or electricity.

C The drilling of all holes in footings, floors, foundations, etc. to receive reinforcing rods.

EQUIPMENT & TOOLS

A All clearing, stripping, grading, staking or any other work in connection with the preliminary work of the construction site. All site preparation; the fueling and cleaning of all equipment when required; the checking of all grades; the spotting, signaling and dumping of all loads, the counting of loads whenever required and taking of all tickets.

B Ground men on all cranes or other heavy equipment when clearing or when site preparation work is involved.

C Laborers will do all Laborers' work exclusively in connection with all drilling rigs, including pier foundations, core drilling, and soil testing and well drilling.

D Men on all vibrators, power tampers (vibrating or walk behind or remote controlled roller types), walk behind trenchers, concrete saws including self-propelled walk behind, water pumps, generators, buggies and other equipment used to perform our jurisdiction of work.

E The operation and control of water blasters. There shall be a minimum of two (2) men in the operation; one man stationed at the control valve during the blasting operation for safety and the other doing the water blasting, and they shall interchange positions during the day.

F The operation of motor buggies and conveyers shall be performed exclusively by Laborers covered by this Agreement and such work shall be under the sole jurisdiction of the Union party hereto. The operation of bobcats and forklifts used to move or stock any material on the job site shall be performed by Laborers covered by this Agreement and such work shall be under the Union party hereto.

G The handling of all tools, working machinery and appliances for any and all work covered by this Agreement; however, nothing in this Agreement shall prohibit a member of any other trade from

using his work tools, machinery or appliances similar to or the same as those customarily used in this trade.

H The digging, dredging and drilling of all wells.

I The use of building level, transit, laser beam, Global Positioning System, or any other device when used to establish line or grade for all work coming under the jurisdiction of the Laborers.

J The cutting and burning of all scrap and the use of all concrete cutting torches, acetylene torches, and other welding equipment used to perform the work covered under the jurisdiction of this Agreement.

K The building and grading of all fire walls, the use of jack hammer or paving breakers and all concrete removal, and any and all work where jack hammer is used shall be performed exclusively by the Laborers, with two (2) men so engaged and these two (2) men shall interchange and perform the cleanup work in connection with work of this kind. The operation of the Brokk 250, any remote controlled breaker, or any other breaker that replaces traditional pavement breakers shall be performed by the Laborers.

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

EXCAVATION & SEWER ETC.

A The digging and laying of conduit, fiber-optic, telephone, water, and sewer lines

B televising of sewers and all Laborers work on plastic liners for sewers.

C The laying of telephone conduit whether concrete, multiple duct or plastic, the operation of equipment used to grade and line sewer pipe such as laser beams, the operation of telescopes and other equipment used to find breaks or clogs in sewer pipe,

D The laying and assembling of temporary water lines and dismantling of same, and all connections.

E Laying, setting, jointing, and pointing of all sewer tiles, downspout drains, septic systems, aeration systems, sanitary and storm sewer construction shall be done under the terms and conditions of this Agreement.

F The laying of all temporary gas, oil, air, water, and other pipe lines on all work covered by this Agreement.

G The unloading, handling, distribution, assembly and installing of all multi-plate culvert, plastic and metal sewer pipe.

H Charging of all filters, tanks, boilers, drums, etc., with catalyst, the unloading, handling, and hoisting of filter rings; also the charging of all filter tanks or any other forms of filter shall be the work of the Laborers.

I The laying, placing and installation of all steel casing,

corrugated casing, multi-plate and precast concrete, plastic and metal sewer pipe material used for casing, tunnels, tunnel linings and sewers.

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

K All digging, dredging, drainage, sewage and pipe line work.

L Laborers shall perform all work in connection with the testing, whether with air or water, on sewer lines.

M The shoring, bracing, cribbing, and sheeting of all sewer ditches, jacking pits, boring pits and manholes shall be installed by any means in it's entirety by Laborers.

N Cribbing shall be done by the Laborers working under the jurisdiction of this Agreement. Under-pinning, shoring, blocking, raising, moving, and jacking of all slip forms, buildings, bridges, tanks, vessels, and other structures shall be the work of the Laborers.

EXPLOSIVES

A Tower men, powder men, blasting and the use of all explosives is the work of the Laborers.

B All work on drilling, including wagon drills, dynamiting and blasting of any method;

HAZARDOUS WASTE

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

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

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

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

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

ASBESTOS ABATEMENT

A The removal for destruction of asbestos from buildings, machinery or other structures (including mechanical systems). Erecting of all sealed containment barriers prior to the encapsulation or removal operation. The hanging of all protective coverings for furniture, fixture, etc. The clean-up and disposal of asbestos and other related materials used in the operation.

HODCARRIERS

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

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

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

HOUSE MOVING

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

LANDSCAPING

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

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

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

LEVEES

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

discharge or suction lines of any kind.

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

MASTICS

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

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

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

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

MESH & REINFORCING

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

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

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

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

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

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

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

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

PILING

A The Laborers jurisdiction of work in connection with pile

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

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

PRECAST CONCRETE

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

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

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

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

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

RAILROAD

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

SMOKE STACKS

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

TEMPORARY HEAT / SHELTER / CURING

The curing of all material, structures and buildings by artificial heat; and the manning and serving of all equipment to

perform this classification of work.

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

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

TERMITES

Applying and mixing insecticides for termite control.

TRAFFIC PROTECTION

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

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

TUNNELS

All laborer work in connection with the construction of tunnels.

SECURITY / WATCHMEN

Working security and watchmen when employed shall be determined by the Employer. This classification rate of pay is reflected in Article 8 - Wages, of this Agreement.

WATERPROOFING

Laborers shall apply all waterproofing material by any method,

but not limited to, foundations, bridge decks, etc.

ARTICLE 7

Hodcarriers to Brick Masons and Plasterer Tenders

7.1 Jurisdiction of the hod carriers and tenders shall be as follows:

- (a) All hod carriers and tenders work in connection with the following:
- (b) Tending to masons and plasterers, the unloading and loading of all materials, the mixing of all materials used by the masons and plasterers, regardless of the method used, the loading and unloading, transporting, conveying of bricks, tile, dimension stone, concrete blocks, or any kind of building block, sand, cement, lime, all equipment including scaffold boards and jacks, masonry saws and equipment used by masons and plasterers. The unloading, mixing, handling and pouring of all baffle material, and haydite, including materials on furnaces, heaters, towers, buildings and boilers or other similar devices. The loading and unloading of lime and fire clay, handling of salamanders or artificial heating devices for the same. Removal of all refractory material. The wrecking of brick walls and the cleaning of brick, the loading and unloading of brick to be used again. All tools shall be furnished by the Contractor except brick holds. All ladders used by hod carriers shall be made to conform to the following dimensions: The ladder rungs shall have nine inch centers, and the runners shall be twenty-eight inches apart. The hod carriers shall, if any conveyor is used to hoist brick or materials to the masons, man all such equipment and operate such equipment.
- (c) The first hod carrier on the job shall act as hod carrier foreman, unless another employee is appointed foreman by the Contractor, with the approval of the Business Representative. When three (3) hodcarriers are employed, the working foreman shall receive Fifty Cents (.50) above the hod carriers' scale. When his gang reaches eight (8) hod carriers, he shall become a non-working foreman; the rate will be One Dollar (1.00) above the regular hod carriers' scale. No hod carrier foreman shall supervise more than ten (10) hod carriers. When two (2) or more hod carrier gangs are employed, there shall be a Hod Carrier General Foreman; the rate will be One Dollar and Fifty Cents (1.50) above the regular hod carrier's scale. The Foreman shall have the right to handle and place all men under him. The Hod Carrier General Foreman shall be appointed by the Contractor with approval of the Business Representative. There shall be a Hod Carrier Steward appointed by the Business

Representative and his duties shall be the same as a Laborer Steward.

- (d) All Tenders to Brick and Plaster Masons shall receive one-half (1/2) hour starting time at the applicable overtime rate of pay.

ARTICLE 8

Wages

8.1 The rates below, excluding Security and Watchmen's classification, are inclusive of all Welfare, Pension, Annuity, Training, LECET, and SICAP Funds, where applicable. Payments to such funds shall reduce the hourly rates accordingly. The Employer agrees to make such hourly contributions to properly trusted Welfare, Pension, and Annuity Funds as shown on Schedules A, B, C, D, and E:

	<u>8-1-03</u>	<u>8-1-04</u>	<u>8-1-05</u>
Laborers	\$32.35	\$33.65	\$34.95
Hazardous Materials, Lead Abatement, Asbestos Abatement, Mold & Mildew Remediation Licenses	\$32.85	\$34.15	\$35.45
Dynamite Men and Powder Men	\$33.875	\$35.175	\$36.475
Mason and Plasterer Tenders	\$32.85	\$34.15	\$35.45
Men working in septic tanks, cess pools, or dry wells (old and new)	\$32.60	\$33.90	\$35.20
All feeders, mixers and nozzle men on gunite or sand blasting work.	\$32.60	\$33.90	\$35.20
Workmen when handling creosoted material	\$32.60	\$33.90	\$35.20
Workmen when raking or looting asphalt	\$32.60	\$33.90	\$35.20
Workmen when welding, burning, or cutting with a torch	\$32.60	\$33.90	\$35.20
Men working on the bottom of sewer trenches on the final grading, laying or caulking of preformed sectional sewer pipe (The number of			

men required shall be determined by the contractor)

\$32.60 \$33.90 \$35.20

High time 20 feet or over where Laborers are exposed to an open fall (If adequate guard rails or other safety measures are provided, this shall not apply. This shall also not apply to excavations).

\$32.60 \$33.90 \$35.20

The operator of motor buggies provided he is guaranteed by the Local Union to be experienced. (This rate shall apply only to time the employee is actually engaged in the operation of said motor buggy).

\$32.60 \$33.90 \$35.20

Any work performed in or on all types of cased wells. The cooking, mixing and applying of mastic such as Sulfa-Seal and/or other coal derivatives

\$32.60 \$33.90 \$35.20

Security, and Watchmen, non-working, on a seven (7) day per week basis, with time and one-half for over eight (8) hours per day, Saturdays, Sundays, and Holidays. (Where Security and Watchmen are required, they shall be members of the Laborers' Organization. If Security and Watchmen are required to work, they shall be paid the basic scale of wages. Security and Watchmen may, however, perform emergency work beyond the control of the Employer, at the following rate of pay).

\$15.00 \$15.00 \$15.00

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

The Apprentice rates are as follows:

1 st year,	75% - full benefits
2 nd year	85% - full benefits
3 rd year	95% - full benefits
4 th year	100% - Full benefits

8.2 It is agreed that in case any compressed air or tunnel work comes into the Twelve Counties Southwestern Illinois District Council, the Employer agrees to negotiate wage scale and conditions in accordance with the existing New York Agreement covering such work.

8.3 Dynamite men shall receive a minimum guarantee of four (4) hours at the specified rate. If there is other labor work on the site, the dynamite man shall be employed for the balance of the day at the regular rate of Laborers' pay, weather conditions permitting. If the dynamite man works more than four (4) hours but less than eight (8) hours at dynamiting, he shall be paid for eight (8) hours at the specified rate.

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

ARTICLE 9

Fringe Benefits

9.1 Each Employer shall remit fringe benefit contributions to the fund depository on or before the 15th day of each month for all contributions attributable to the prior calendar month. Failure to remit such contributions on a timely basis may allow the Union, at its option, the right to resort to economic recourse, including the right to refuse Employees or withdraw Employees from the delinquent Employer, provided the Union has given the Employer a notice in writing five (5) days in advance of taking such action. In the event the delinquent Employer is a subcontractor, such notice shall be served jointly on the general contractor and the subcontractor. The Employer shall be liable for any costs incurred in connection with the collection of delinquent fringe benefits.

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

Commencing August 1, 2003, the Employer agrees to make payments to the Central Laborers' Pension Fund and be bound by the Central Laborers' Pension Fund Trust Agreements, 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 amount listed in Addendums A, B, C for each hour worked a portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

Commencing August 1, 2003, the Employer agrees to make payments to the Central Laborers' Welfare Fund and be bound by the Central Laborers' Welfare Fund Trust Agreements, 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' Welfare Fund the amount listed in Addendums A, B, C for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

Commencing August 1, 2003, the Employer agrees to make payments to the Central Laborers' Annuity Fund and be bound by the Central Laborers' Annuity Fund Trust Agreements, 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' Annuity Fund the amount listed in Addendums A, B, C for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

Commencing August 1, 2003, the Employer agrees to make payments to the Southern Illinois Laborers' & Employers' Welfare Fund and be bound by the Southern Illinois Laborers' & Employers' Welfare Fund Trust Agreements, 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 Southern Illinois Laborers' & Employers' Welfare Fund the amount listed in Addendums A, B, C for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

Commencing August 1, 2003, the Employer agrees to make payments to the Southwestern Illinois Laborers' Annuity Fund and be bound by the Southwestern Illinois Laborers' Annuity Fund Trust Agreements, 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 Southwestern Illinois Laborers' Annuity Fund the amount listed in Addendums A, B, C for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

9.3 An amount equal to the straight hourly contribution for Welfare, Pension, and Annuity shall be applied to the overtime rate after the straight time wage rate (less Training, LECET, and SICAP) has been figured at either time and one-half or double time.

9.4 Commencing August 1, 2003, the Employer agrees to make payments to the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program and be bound by the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program Trust Agreements, 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

the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program forty cents (.40) per hour for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

The parties to this Agreement hereby incorporate into this Agreement the National Apprenticeship Standards, including the Local Model Standards, (hereinafter referred to as "Standards") which have been developed by the Laborers-AGC Education and Training Fund for the Apprentice able Occupation of Construction Craft Laborers, as registered and approved by the Bureau of Apprenticeship and Training of the U.S. Department of Labor, including any amendments or modifications heretofore made, or which may be made, during the life of this Agreement, and the Employer and the Union agree to be bound by the terms and provisions thereof.

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

9.5 Commencing August 1, 2003, the Employer agrees to make payments to the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust (L.E.C.E.T.) and be bound by the Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust Agreements, 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 Southwestern Illinois Laborers' District Council Laborers-Employers Cooperation and Education Trust forty cents (.40) for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

9.6 Commencing August 1, 2003, the Employer agrees to make payments to the Southern Illinois Construction Advancement Program (SICAP) and be bound by the Southern Illinois Construction Advancement Program Trust Agreements, 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 Southern Illinois Construction Advancement Program ten cents (.10) for each hour worked or portion thereof, for which the employee receives pay, or is entitled to receive pay pursuant to this Agreement.

9.7 Dues Check Off: Upon receipt of any employee's written authorization, which shall be irrevocable for not more than one (1)