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**AGREEMENT**

**NEGOTIATED BY AND BETWEEN  
THE ASSOCIATED GENERAL CONTRACTORS  
OF ILLINOIS**

**AND**

**LABORERS' LOCAL 477 (SPRINGFIELD)**

**OF**

**THE SOUTHERN AND CENTRAL ILLINOIS  
LABORERS' DISTRICT COUNCIL**

**COVERING**

**HEAVY/HIGHWAY AND UTILITY CONSTRUCTION  
IN PARTS OF ILLINOIS HIGHWAY DISTRICT #6**

**THE COUNTIES OF  
CHRISTIAN, CASS, MORGAN, SCOTT, LOGAN,  
MENARD AND SANGAMON**

**EFFECTIVE: MAY 1, 2005**

**EXPIRES: APRIL 30, 2009**

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## AGREEMENT

THIS AGREEMENT, entered into by and between The Associated General Contractors of Illinois, hereinafter called the "Association"; and Laborers' Local 477 (Springfield, Illinois) of The Southern and Central Illinois Laborers' District Council, hereinafter called the "Union".

### ARTICLE 1 PURPOSE

In entering into this Agreement, it is the mutual desire and primary intent of the parties hereto to provide orderly collective bargaining relations and prompt and equitable disposition of grievances, to maintain fair wages, hours and other conditions of employment, to prevent strikes and lockouts, and to respect the legitimate rights and interests of management and labor, the construction industry and the general public.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply. Wherever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form and wherever any words are used in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

### ARTICLE 2 RECOGNITION

The Union recognizes the Association as the agent for collective bargaining for all Employers performing work covered hereunder who have so authorized the Association.

The Association recognizes the Union as the exclusive agent for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all Laborer employees performing work which is within the jurisdiction of the Union and is covered by this Agreement, excluding the supervisory forces, clerical employees, technical employees, timekeepers, superintendents, master mechanics, or general foremen in charge of all classes of labor.

### ARTICLE 3 SCOPE OF AGREEMENT

Section 1. **Geographical Scope.** This Agreement covers the following Illinois Counties:

**Cass, Christian, Logan, Menard, Morgan, Sangamon and Scott**

**Section 2. Type of Construction Covered.** This Agreement covers all highway, heavy and utility construction such as described below, but does not cover building construction work, or non-prevailing rate work under \$300,000.

Construction of private and public improvements such as roads, subways, tunnels, sewers, lift stations, disposal plants, alleys, streets, bridges, culverts, grade separations, subdivisions, airports, canals, levees, pavement, water mains, purification plants, pipelines, distribution and service lines, locks, docks, dams, clearing, telephone ducts, golf courses, and demolition work incidental to heavy or highway contract.

**ARTICLE 4  
MANAGEMENT RIGHTS**

The Employer retains the right to manage its operations and direct the work forces; to be the judge of the number of employees required on any work; to assign employees as in the Employer's judgment the operations may require.

The Employer may discharge or lay off employees as the Employer sees fit, provided no employee is discharged or discriminated against because of Union activities.

It is understood and agreed that when working in the jurisdiction of The Southern and Central Illinois Laborers' District Council, Signatory Contractors shall have the right to direct Laborers to perform work as assigned. Laborers shall perform all work assigned to them by their Employer. Laborers working for signatory contractors in the jurisdiction of The Southern and Central Illinois Laborer's District Council shall continue to perform assigned work regardless of any strike or picketing by any other union.

**ARTICLE 5  
MAINTENANCE OF STANDARDS**

The Union agrees that it will not willingly permit any organized Laborer to work on any project or classification mentioned in Article 3, in any of the above-set-out Counties for anyone at a lesser rate of wages. They shall use all honorable and peaceful means to see that all work is done at a scale of wages not less than those set forth in this Agreement. Honorable and peaceful means shall include a legal picket.

**ARTICLE 6  
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 contract, 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 employees covered by this contract to complete or maintain their 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 nor 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 the membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership. The Construction Craft Laborer is recognized as an apprenticeable craft and all new members must make application through the Apprenticeship Program.

## ARTICLE 7 REFERRAL PROCEDURE

**Section 1.** The Employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Office as set forth herein, and as provided for in the Amended Job Referral Rules, and said employment shall be granted regardless of race, creed, color, sex, age, national origin, religion, disability, Vietnam-era veterans, disabled Veterans, or any other characteristic protected by law.

On all major projects the Contractor and the Union agree there will be a pre-job conference if either party so requests.

When an Employer calls the Referral Office for Laborers, they shall be dispatched in a non-discriminatory manner as follows:

1. Registration and referral of applicants shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.
2. The Referral Office shall maintain the following lists on which persons in the Highway and Heavy construction industry may register for referral any time during the hours the Referral Office is open for registration of applicants.

**A List:**

**Applicant is eligible for the A List if he/she has worked a minimum of 2400 hours of covered employment as a Construction Laborer as of 1/01/04 and has worked a minimum of 500 hours as a Construction Laborer for a one (1) year period immediately preceding his/her registration and has worked one (1) year or more in the geographical area covered by that Local Union; and/or has successfully completed the Laborers' Apprenticeship Program;**

and/or has been evaluated by the JATC and Local Union and can demonstrate work experience in the industry.

**B List:**

Applicants are eligible for the B List if they can demonstrate they have worked a minimum of 2400 hours of employment as a Construction Laborer, but have worked less than 500 hours as a Construction Laborer for a one (1) year period immediately preceding registration; and meet one of the following:

- ❖ Have successfully completed the Laborers' Apprenticeship Program;
- ❖ Have been evaluated by the JATC and Local Union and found to have industry experience equal to or greater than a beginning journeyman;
- ❖ Have successfully completed the Construction Craft Laborer Assessment Examination; or
- ❖ Have worked a minimum of 2400 hours of covered employment as a Construction Laborer

**C List:**

Applicants are eligible for the C List if they have a signed agreement with the Joint Apprenticeship and Training Committee and remain in good standing with the Local Union and JATC.

3. The foregoing lists shall be maintained on the basis of written statements of persons seeking active employment and such other information available to the Referral Office.
4. The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions of this Agreement relating to referral procedure and Union security.
5. The Employer shall recognize the Union's Referral Office in the geographical area covered by this Agreement.

**Section 2.** An applicant seeking a referral to a job must file with the Local Union a signed and dated referral form providing name, telephone number and social security number stating skills the member possesses and the jobs the member is able to perform, including any relevant licenses, certifications, and the designated Local Union geographical jurisdiction applicants are willing to work in. Blank referral forms will be available at the Local Union. The Local Union will compile an out-of-work list, consisting of the members who have registered their availability for referral. The Local Union may confirm any prior employment, licenses, or certifications listed by the member.

In dispatching, the Referral Office shall dispatch those on List A provided there are any in the classification called for by the Employer who are registered and available for work and thereafter, those on List B provided there are any in the classification called for by

the Employer who are registered and available to work and thereafter, those on List C provided there are any in the classification called for by the Employer who are registered and available to work.

All registrants shall be dispatched in accordance with their experience and ability in the construction industry, i.e., the most experienced and able first, which experience and ability is established by the written statement of the registrant, such registrant having the right to submit any dispute to the Joint Arbitration Board, as set up in Section 9 of this Article. The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive five (5) days' pay at straight time if employed.

**Section 3.** If an applicant is incapacitated by illness or injury and upon appropriate substantiation, hours worked in the previous twelve (12) months prior to incapacitation, shall be used to determine referral list eligibility.

**Section 4.** Employers may request former employees for referral to a job or project in writing and the 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 employment at the time of request and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within twenty-four (24) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such employees.

**Section 5.** The Employer retains the right to reject any job applicant referred. The Employer shall have the right to determine the qualifications of employees and shall have the right to hire and discharge for cause accordingly. Hiring of employees shall be on a non-discriminatory basis, and shall in no way be affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

**Section 6.** 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 Referral Office to make proper referral of qualified applicants.

**Section 7.** If a registrant, referred for employment in regular order, refuses to accept such referral for employment, the registrant's name shall be placed at the bottom of the list. 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 8.** In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for a qualified employee 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 name(s) of the person(s) employed and the date of hiring. Such notice shall be given within forty-eight (48) hours of the hiring.

**Section 9.** In the event that any applicant shall claim discrimination, he may, within ten (10) days following the occurrence of the event that constitutes the basis for the applicant's claim, file with the parties so charged, a written complaint clearly and specifically setting forth the discrimination charges. The other party shall be notified immediately and given a copy of the complaint. A board consisting of a representative for the Employer and a representative for the Union and an impartial chairman appointed by the Employer and the Union jointly, shall consider the complaint, and within three (3) days, render a decision and settlement, which shall be final and binding recognizing the individual responsibility of the Union and the Employer. The Board is authorized to make and issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Article, and its decisions shall be in accord with the Labor Management Relations Act, as amended.

**Section 10.** Signatory Contractors shall be permitted to transfer two (2) Key Men between Local Unions within The Southern and Central Illinois Laborers' District Council as the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) men per project. Any additional number of key men shall be determined in a pre-job conference or an agreement between the Employer and the Business Manager of the Local Union or his Designated Representative.

- a. There shall be unrestricted movement of Concrete Specialists within The Southern and Central Illinois Laborers' District Council except when the Employer has brought the second person as a Key Man, in which case the Local Union where the work is being performed has first right to provide the Concrete Specialist if it has any available.

**Section 11.** It is understood and agreed that any employee covered by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location or on any project within the jurisdiction of the referring Local Union without going through the hiring procedure again so long as his employment is continuous, whether or not such continuing employment results in displacement of another employee.

**Section 12.** It is understood and agreed by and between the parties hereto that upon sixty (60) days written notice sent by registered mail, given by one of the parties to the other party prior to any yearly anniversary date of this Agreement for changes in the Referral Procedure as contained in this Article, the parties agree to meet, discuss and negotiate for changes.

**Section 13.** The Referral Procedure listed above is applicable only in Laborers' Local 477, Springfield, Illinois.



**Section 14.** This shall in no way be construed to invalidate or modify in any manner any other part or section of this Agreement. It is further agreed that the liability of the Employer who accepts, adopts or signs this Agreement, or a facsimile thereof, shall be several and not joint, and the liability of the Laborers' Local Unions who accept, adopt, or sign this Agreement, or facsimile thereof, shall be several and not joint.

## ARTICLE 8 REPORTING AND SHOW-UP TIME

**Section 1.** When an Employer orders a certain number of employees and these employees appear on the job or shift at the time requested, then they must be put to work or paid two (2) hours show-up time. However, the Employer will not be required to pay show-up time on account of bad weather or equipment breakdown if the Local Union is notified at least one (1) hour before starting time that no work is available that day.

**Section 2.** When employees employed on a job finish their day's work and return to work on the following day, they shall be allowed two (2) hours show-up time, unless notified at least one (1) hour before starting time that no work is available that day.

**Section 3.** The employee must stay on the job for the time paid for show-up time unless released by Supervisor.

**Section 4.** If the employee starts to work and works more than two (2) hours, and the job is shut down for reasons other than weather or equipment breakdown, the employee will receive not less than four (4) hours pay. The employee shall remain on the job unless released by the Employer's Supervisor. If the job is started and later shuts down because of weather or equipment breakdown, employees shall be paid for actual hours worked, minimum of two (2) hours pay.

## ARTICLE 9 WORKDAY, WORKWEEK, OVERTIME, SHIFT WORK AND HOLIDAYS

**Section 1. Eight (8) Hour Schedule.** Five (5) days of eight hours each from Monday 7:00 a.m. until Friday 4:30 p.m. will constitute a regular forty (40) hour workweek, excepting work that must be performed according to specifications, all work necessary previous to or after starting major crew or machinery, which shall be performed at the regular rate. All time worked before the regular scheduled starting time and after the regular scheduled quitting time shall be paid at the overtime rate of one and one-half (1 1/2) times the regular rate. A full half-hour lunch period shall be given near the midpoint of the shift. No man shall be required to work more than five (5) hours without a full half-hour lunch period. Any employee who is required to work more than five (5) hours without his lunch period, and who has not had his lunch shall receive a full half-hour and shall be paid the overtime rate. No man shall be required to work more than six (6) hours without a full half-hour supper period or a half-hour's pay.

If it is mutually agreed between the representatives of the Union and the Contractors, the starting time can be advanced to eliminate working in the heat of the day or for some unusual operating condition.

**Section 2. Ten (10) Hour Day Schedule.** Where not prohibited by law, and upon forty-eight (48) hours notification to the Union, the Contractor may choose the option of working four (4) ten (10) hour days, Monday through Friday, at straight time. Overtime is to be paid at the rate of one and one-half (1 1/2) times the basic wage rate for all hours worked over ten (10) in a day or over forty (40) in a week. There will be no pyramiding of overtime in this Agreement. Hours in excess of forty (40) hours for the workweek will be paid at the applicable overtime rate.

**Section 3. Saturday as a Make-up Day.** Signatory Contractors shall have flexibility to work Saturdays at straight time provided the previous week's work consisted of thirty-two (32) hours or less due to weather interruptions or equipment breakdown. Provided, however, that if other crafts are working on the job on such Saturdays and receive overtime pay at the rate of time and one-half, the Laborers working under this Agreement shall also receive the overtime rate of time and one-half for such Saturday work.

**Section 4. Shift Work.** A joint agreement must be reached between the Employer and Union before a job can be classified as a shift job. It shall not be less than a minimum of five (5) days.

If an emergency situation should arise, both parties shall have a mutual agreement on the shift hours.

Where two or more shifts are worked, five (5) days of seven and one-half (7 1/2) hour shifts, from Sunday midnight to Friday midnight, shall constitute a regular week's work. The pay for a full shift period shall be a sum equivalent to eight times the basic hourly rate and for a period less than the full shift shall be the corresponding proportional amount that the time worked bears to the time allocated to the full shift period. Any time worked from Friday midnight to Saturday midnight, or in excess of regular shift hours shall be paid for at one and one-half (1 1/2) times the basic rate of wages.

**Special Shift.** With prior notification by the Employer to the Business Manager, if a special shift is required by an owner and/or if the Employer needs to perform work which cannot be performed during regular working hours, employees may work a special shift and receive \$1.50 an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth hour. No employee may work on a special shift if he has performed bargaining unit work that day during the regular working hours. The Employer's request for this special shift must include the starting date, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

Section 5. Holidays. Double time shall be paid for all work performed on Sunday and the following seven holidays:

New Year's Day  
Memorial Day  
Fourth of July  
Thanksgiving Day  
Labor Day  
Christmas Day  
Veteran's Day (to be celebrated the day after Thanksgiving)

Furthermore, if a holiday falls on a Sunday, it shall be celebrated on the following Monday.

#### **ARTICLE 10 DISPUTE PROCEDURE**

Any dispute (other than jurisdictional) which may arise between the parties hereto, or any particular Employer or Local Union covered by this Agreement, which cannot promptly and satisfactorily be resolved by agreement, shall be resolved in the following manner.

1. A Committee consisting of four members, two appointed by The AGC of Illinois, and two appointed by The Southern and Central Illinois Laborers' District Council, shall meet and hear and consider the matter and, in good faith and to the best of their ability, attempt to reach a majority decision on the merits of the dispute, which decision shall be final and binding.
2. In the event that the Committee fails to reach a majority decision within a brief and reasonable period of time, The AGC of Illinois and The Southern and Central Illinois Laborers' District Council shall mutually select an impartial umpire, who shall conduct a hearing and shall issue an award, which shall be dispositive of the dispute and shall be final and binding.
3. The parties to the dispute shall share the fee and expenses of the impartial umpire equally.
4. Jurisdictional disputes shall be resolved exclusively in accordance with Section 10(k) of the National Labor Relations Act, as amended.

## ARTICLE 11 FOREMEN

**Section 1.** It is agreed that all Laborer Foremen designated by the Employer shall be members in good standing for no less than six (6) months of The Southern and Central Illinois Laborers' District Council.

**Section 2.** A Laborer Foreman will be designated when five (5) or more Laborers are required on any given crew. When the crew requires twelve (12) or more Laborers, a second Laborer Foreman will be designated. When the crew requires eighteen (18) or more Laborers, a third Laborer Foreman will be designated. When a crew requires three (3) or more Laborer Foremen, one shall be designated as General Foreman. When there are eighteen (18) or more Laborers working under the General Foreman, the General Foreman duties will be strictly confined to supervision.

**Section 3.** A Laborer Foreman shall receive seventy-five cents (\$.75) per hour more than the highest paid Laborer under his supervision.

**Section 4.** When three (3) or more Foremen are required, one shall be appointed General Laborer Foreman and shall receive fifty cents (\$.50) per hour more than the highest paid Laborer under his supervision.

**Section 5.** The superintendent shall consult with the Laborer Foreman in the placing of Laborers on any work covered by this Agreement.

## ARTICLE 12 PAYMENT OF WAGES, WAITING TIME

The Contractor shall pay the employees once every week on the regular weekly payday established by the Contractor. The employee shall be paid immediately on payday or be paid the current wage rate for such time the employee is required to wait. The pay shall be in cash or payroll check and the Contractor shall not hold back more than five (5) days to make up the payrolls.

If an employee is discharged or permanently laid off and the Employer does not have facilities at the job site to prepare payroll checks, the Employer shall mail the employee's paycheck to the home address provided to the Employer on the next business day. Checks must be mailed and postmarked within twenty-four (24) hours, excluding Holidays and weekends. In the event an employee is not paid within the time specified herein, waiting time at the straight time rate shall be charged until payment is made. Waiting time shall not exceed eight (8) hours in any one twenty-four (24) hour period.

When payday falls on a Holiday, the employees shall be paid on the day before such Holiday, prior to quitting time.

If there is no work on payday, the paychecks shall be given to the employees by 12:00 noon.

The Contractor shall furnish a record of hours worked, overtime, deductions, etc. Welfare and pension payments, when requested by the Union will be deducted from the wages by the Contractors.

**ARTICLE 13  
WAGE RATES, CONTRIBUTIONS AND DEDUCTIONS**

**Section 1.** The hourly rates of pay, contributions and deductions shall be as set forth in Addendum A.

**Section 2.** Each Employer agrees to make the contributions set forth in Addendum A and to accept the terms and conditions of the Trust Agreements establishing the following funds, provided said Trust Agreements and Plans are established and maintained in compliance with Section 302(c) of the Taft-Hartley Act, ERISA and other applicable laws, and provided that such Funds receive and maintain a tax qualified status with the Internal Revenue Service:

1. Central Illinois Laborers' Pension Fund
2. Central Illinois Laborers' Welfare Fund
3. Central Illinois Laborers' Annuity Fund
4. Illinois Laborers' & Contractors' Joint Apprenticeship and Training Trust Fund
5. Illinois Laborers' & Employers' Cooperation & Education Trust

**Section 3. CONSTRUCTION CRAFT LABORER APPRENTICE.**

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

**APPRENTICE WAGE PROGRESSION:**

- 75% - first year..... full fringes
- 85% - second year..... full fringes
- 95% - third year ..... full fringes

**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) journeymen on a twelve (12) worker job;  
Four (4) apprentices to twenty-five (25) journeymen;  
Five (5) apprentices to thirty-five (35) journeymen;  
Six (6) apprentices to fifty-five (55) journeymen;  
One (1) apprentice to twenty (20) journeymen thereafter.

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

#### **ARTICLE 14 PREMIUM PAY**

All bottom men performing work on sewer or conduit construction, tunnel miners and muckers shall receive twenty-five cents (\$.25) per hour more than the Laborer scale and at a greater depth than six (6) feet below ground level, workers shall receive an additional fifty cents (\$.50) per hour for a total of seventy-five cents (\$.75).

#### **ARTICLE 15 SUBCONTRACTING**

The Employer agrees to recognize the territorial and occupational jurisdiction of the Union to the extent that it shall not use on the job-site for the performance of any work within that jurisdiction, which has been historically and continuously performed by employees within the unit covered by this Agreement, any Employer, company or concern that does not observe the wages, fringe benefits, hours and economic conditions of employment as enjoyed by the employees covered by this Agreement.

#### **ARTICLE 16 LABORERS' JURISDICTION**

The Laborers' jurisdiction includes, but is not limited to the following:

Wrecking of any structure; mates and deckhands; concrete saw operators; concrete burners; asphalt saw operators; chain saw operators; form tampers; sandblasting; watch persons; flare persons; gravel box persons; chip spreaders; tending all types heaters and mechanical buggies; operating saws when used for clearing; setting, lining and leveling of all forms, wood or iron; the laying and assembling of temporary water lines; unloading and installation of wellpoints on a dewatering system and dismantling of same; tending to Carpenters; laying of steel mesh and setting of center steel and expansion joints; blocking up and striking off of concrete and all mechanical strike-off; all work of drill running and blasting, including cement hoppers; skip persons, aggregate scales; manning and servicing of all vibrators; laying, jointing and pointing of all sewer tile; handling, distributing, laying and making of all joints on water mains; handling and firing on tar kettles, application of plastic sealants when applied by hand methods; wrecking, stripping, removing or dismantling of forms used for concrete construction;

actual laying of telephone ducts, priming and wrapping of pipe and handling of skids on pipelines; stringline persons and setting of batterboards on sewers; handling, unloading and laying of plastic pipes, and relining of all pipes.

The curing and covering of concrete by any mode or methods, excluding self propelled machines; the unloading, handling, placing, tying and cutting of continuing reinforcing in concrete pavement; swampers on heavy equipment and the unloading and loading of service trucks.

The work of rod persons, stake drivers, chain persons and filling of test blocks if done by employees directly employed by the contractor signatory to this Agreement will be the work of the Laborers. This does not apply to employees of any outside firm, consulting engineer, surveyor, or governmental body doing work on the site such as survey or layout crews, engineers, inspectors, or technicians unless such outside firm is signatory to this Agreement.

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work; clean-up and backfilling, landscaping old and new sites.

Wrecking: The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All cleanup, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

Signal persons and flaggers in all construction work defined herein, including watch persons. The loading, unloading, handling, stockpiling and placement of all traffic control devices, including the placing of all tapers; the setting of all temporary and permanent signs if done by employees directly employed by Contractors signatory to this Agreement.

Asbestos Abatement and hazardous waste removal work.

There will be a minimum of one Laborer Carpenter Helper for each three (3) Carpenters.

Temporary and permanent field fence.

Clear and grub, layout, dig holes, mix, place, puddle, smooth and float concrete footing for permanent chain-link fence.

Load, unload, stockpile, handle and distribution of chain-link fence.

Metal guardrail: Lay out, clear and grub, mark, sight, plumb, dress and set all posts and restraint plates.

Load, unload, stockpile, handle and distribution on guardrail line all materials, tools and equipment.

Cable guardrail on wood posts.

Treated wood post construction with plank, cable, metal plate or any other type beam, rail or fabric. Guide posts and guard posts (all types) permanent and/or temporary, including right-of-way markers and section markers.

All jackhammer persons, gunnite nozzle persons, bricklayer tenders, air spades, asphalt rakers, blade grade operators, form setters, mechanical form tampers, powder persons, rubbing of concrete, cement handlers, dumping dry cement from dump and batch trucks, sewer tile and pipe layers, shoring and bracing in sewers and tunnels, puddlers, hopper persons, power tool operators, spotters or dump persons on levees, fills, grades, priming and wrapping of gas lines, and handling of creosote lumber and the handling of lime.

## ARTICLE 17 GENERAL WORKING CONDITIONS

**Section 1.** On stationary jobs employing four (4) or more Laborers and lasting over one hundred and twenty (120) working days and commencing during the months of November, December, January or February, the Employer shall furnish a warm place to eat lunch and to change clothes during that period.

**Section 2.** Ice water and paper cups will be on the job within one (1) hour from starting time.

**Section 3.** It is understood and agreed that it will not be a violation of the Agreement for Laborers to refuse to work in water, sloppy concrete, mud or where water drips on them, unless proper rubber wearing apparel is provided. Laborers will furnish their own rubber boots.

**Section 4.** 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 the employee returns to the job that day, the employee shall be paid full time for the time lost during regular hours. If the employee's occupational injury permits the employee to continue to work, but requires the employee to have subsequent visits or necessary medical treatment during



his scheduled work hours, the employee will be paid for the time lost from the employee's scheduled work in making such visits, if employed by the same Employer.

## ARTICLE 18 BUSINESS MANAGER AND STEWARD

**Section 1. Business Manager.** It is agreed that the Business Manager or his designated representative will have the unrestricted right to visit all jobs where the Business Manager's members are employed, but will in no way interfere with the progress of the work.

**Section 2. Steward.** The Business Manager may appoint a steward on all projects or portions of projects, whose duty it will be to see that this contract is adhered to and that all work coming under jurisdiction of the Union is performed by employees covered by this Agreement.

**Section 3.** 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 4.** It shall be the duty of the steward to report to the Union any accident to any of the employees which may occur on the job where employed. It shall be the duty of the steward to personally see that the injured employees are taken care of and their families notified without loss of time or pay to the steward so engaged.

**Section 5.** The steward shall not be transferred from one project to another without getting consent from the Business Manager of the Local Union.

**Section 6.** 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. These duties will include the promotion of harmony, respect and cooperation on the jobsite.

**Section 7.** The steward shall not be discharged because the steward is performing duties as a steward, nor shall the steward be discriminated against because of the steward's affiliation with the Union or because of activities on behalf of the Union.

**Section 8.** The steward shall work when there is any work to be performed by the Laborers. The steward 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 reached. The steward shall be allowed reasonable time to police the job when necessary.

**Section 9.** When an Employer sees fit to discharge an employee or employees or have a reduction in the work force, the Employer is to notify the steward.

**Section 10.** 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 19 LIMITATION ON LIABILITY**

**Section 1.** It is understood and agreed that the Association is acting only as agent for those Contractors who have authorized it to negotiate and execute this Agreement and in no event shall the Association be bound as principal or be held liable in any manner for any breach of this contract by any Employer. It is further agreed and understood that the liabilities of the Employers who are bound by this contract shall be several and not joint.

**Section 2.** It is understood and agreed that the District Council is acting only as agent for those Local Unions who have authorized it to negotiate and execute this Agreement and in no event shall the District Council be bound as principal or be held liable in any manner for any breach of this contract by any Local Union. It is further agreed and understood that the liabilities of the Local Unions who are bound by this contract shall be several and not joint.

## **ARTICLE 20 BONDING**

For cause, 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-Five Thousand Dollars (\$25,000.00) to guarantee to its employees working under this Agreement the payment of wages and fringe benefits, including Pension Fund and Welfare and Training Fund payments.

In the event of failure, default or refusal of the Employers to meet their obligations to their employees or the Pension Fund, Welfare Fund and Training Fund when due, the Union aggrieved employees or the Trustees of the Pension Fund, Welfare Fund and Training Fund, after written notice to the Employer and Bonding Company, may 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 obligations covered by this Agreement in the 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 consequent 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 sixty (60) days after job completion.

**ARTICLE 21  
SAVINGS AND SEPARABILITY**

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

**ARTICLE 22  
COMPLETENESS OF AGREEMENT**

The parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in the wording of this Agreement. This Agreement may be amended only by written agreement signed by both parties. Except as otherwise specifically provided herein, all the rights of the Contractors, the employees and the Union are retained.

**ARTICLE 23  
MARKET RECOVERY**

On jobs where non-signatory or bona fide non-union contractors are bidding, the parties agree as follows: The Employer agrees to employ Union Laborers, pay wages and fringe benefits as set forth in the bid document for the duration of that job, except that Health and Welfare contributions shall be as specified in this Agreement, and pay overtime in accordance with applicable State and/or Federal law. All other terms and conditions of employment shall be as mutually agreed to between the Employer and the Union.

**ARTICLE 24  
NO STRIKE / NO LOCKOUT**

The Union agrees there will be no strikes or work stoppages or slowdowns of any kind for any reason for the duration of this Agreement. The Employer agrees there will be no lockouts of any kind for any reasons for the duration of this Agreement.

**ARTICLE 25  
ALCOHOL AND NON-PRESCRIPTION DRUGS**

Section 1. Possession, sale or use of alcohol or non-prescription drugs on the Employer's property, site of construction or during the working hours regardless of the location shall be grounds for termination. Any employee who reports to work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a current valid prescription endorsed by a qualified physician for use by named employee in question. Employees working under

this Agreement shall be subject to all necessary diagnostic medical testing for purpose of verifying compliance with this provision when required by the Employer at the expense of the Employer.

**Section 2.** Provision for employee drug or alcohol testing will be outlined in Employer policy and procedures or as required in documentation by Project Owners. Drug and alcohol testing shall consist of, but not be limited to: pre-employment, random and reasonable cause. Reasonable cause shall include for example, but is not limited to, visible impairment, possession, reports of on duty use, prior detection and rehabilitation, or involvement in an accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

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

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

**Section 5.** All drug screening tests shall be capable of identifying marijuana, cocaine, opiates, (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, methamphetamines) or other drugs that may be specified by future Substance Abuse and Mental Health Services Administration guidelines.

**Section 6.** Employees taking prescription medication which, according to their physician has physical or mental side effects that could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.

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

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

**ARTICLE 26  
WELLNESS PROGRAM**

The AGC of Illinois and The Southern and Central Illinois Laborers' District Council, agree to work mutually with The Midwest Region Health and Safety Fund in developing a Wellness Program and upon completion, by way of an addendum, add to this Agreement.

**ARTICLE 27  
SAFETY**

**Section 1.** It is recognized there are important roles to be performed by the employees, union officials and management in the prevention of accidents and ensuring a safe and healthy working environment. The worksite should be maintained in a clean and orderly state, so as to encourage efficient and safe operations.

**Section 2.** It is important to succeed in this cooperative effort because it is also recognized that failure can mean hardship to the employee and a threat to the security of his family.

**Section 3.** It is because of these mutual benefits that the employees, union officials and management pledge to do all that is reasonable to maintain a safe, hazard-free working environment for all on the job, including initial and continuous training, regular inspections, establishment of emergency procedures and the commitment and cooperation of the parties to this Agreement.

**Section 4.** **Personal Cell Phones and Other Communication Devices, including any Audio Receiving Devices:** Because they create distractions and disrupt regular work routines, the use of personal communication devices such as cellular phones and audible pagers is prohibited during work hours and in work areas, unless the company has provided such devices to the employee for business use only. Any employee carrying a non-company issued pager with an audible alarm must ensure the alarm is turned off during work hours and in work areas. Employees must not make, return or receive calls on personally owned portable phones during work hours. Employees will have access to communication devices for emergencies. Limited and TEMPORARY exceptions to this policy permitting the use of personally owned communication devices for ongoing personal emergency situations (such as imminent birth of a child) can be made only with the prior and continued approval of the employee's supervisor.

**Section 5.** (A) The Laborers shall use its training facility to insure that all Laborers shall be required to successfully complete the Ten Hour OSHA (Occupational Safety and Health Administration) Construction Safety Course. Thereafter, each Laborer shall be required to successfully complete the Ten Hour OSHA Construction Safety and Health Course every two (2) years to maintain their safety awareness and competence. Employers may request referral of Laborers who have completed the Ten Hour OSHA Course and refuse Laborers who have not completed the course, without penalty.

(B) Furthermore, to increase the safety awareness on all job sites, all Laborers shall be required to successfully complete the four (4) hour Laborers' Flagger Certification Program and thereafter maintain certification by repeating the Flagger Certification every three (3) years. Employers may request referral of Laborers who have completed Flagger Certification and refuse Laborers who have not obtained the certification, without penalty.

Section 6. All Laborers shall be responsible for wearing appropriate safety gear such as boots, ear, eye and head protection. The Employer and all employees agree to abide by all federal, state, local and company safety policies.

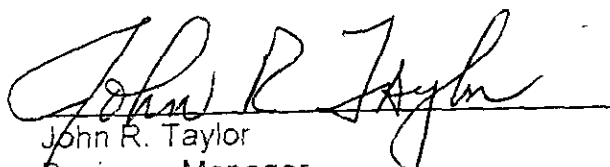
Section 7. Failure on the part of an employee to comply with safety rules established by the Employer may be grounds for dismissal.

**ARTICLE 28  
DURATION AND TERMINATION**

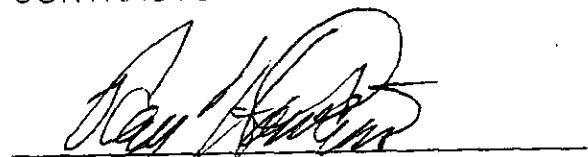
It is understood and agreed that this Agreement shall be in full force and effect from May 1, 2005 through April 30, 2009 and shall continue in effect from year to year thereafter unless written notice sent by registered mail is given by one of the parties to the other party no less than ninety (90) days and not more than one hundred twenty (120) days before April 30, 2009, or any successive anniversary date thereafter.


**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above set forth.

THE SOUTHERN & CENTRAL ILLINOIS  
LABORERS' DISTRICT COUNCIL

  
\_\_\_\_\_  
John R. Taylor  
Business Manager

THE ASSOCIATED GENERAL  
CONTRACTORS OF ILLINOIS

  
\_\_\_\_\_  
Ray Hawkins  
Director of Labor Relations

  
\_\_\_\_\_  
Daniel A. DeJi  
Highway District 6 Labor Chairman

Date: 5-16-05

  
\_\_\_\_\_  
Allen S. [unclear]  
Highway District 6 Member

Date: 5-13-05

**For The Company:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

**For The Union:**

\_\_\_\_\_  
Witnessing Union Agent

Title: \_\_\_\_\_

Local Union No. \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM A  
WAGES, FRINGE BENEFITS AND DEDUCTIONS  
LABORERS' LOCAL 477 (SPRINGFIELD, ILLINOIS)  
Highway District #6**

This Addendum A is attached and a part of the Agreement by and between the Associated General Contractors of Illinois and Laborers' Local 477 (Springfield, Illinois) of The Southern and Central Illinois Laborers' District Council covering Heavy/Highway and Utility Construction in parts of Illinois Highway District #6, effective May 1, 2005 through April 30, 2009.

**Effective May 1, 2005**

**Christian County:**

Wage Rate	\$22.97
Health & Welfare	\$ 4.85
Pension	\$ 5.33
Annuity	\$ 0.00
*Training	\$ 0.60
LECET	\$ 0.30
<b>Total Package</b>	<b>\$34.05</b>

**Logan County:**

Wage Rate	\$23.67
Health & Welfare	\$ 4.85
Pension	\$ 5.33
Annuity	\$ 0.00
*Training	\$ 0.60
LECET	\$ 0.30
<b>Total Package</b>	<b>\$34.75</b>

**Counties of Cass, Morgan, and Scott:**

Wage Rate	\$21.48
Health & Welfare	\$ 4.85
Pension	\$ 5.33
Annuity	\$ 0.00
*Training	\$ 0.60
LECET	\$ 0.30
<b>Total Package</b>	<b>\$32.56</b>

**Counties of Menard and Sangamon:**

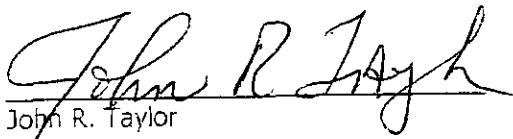
Wage Rate	\$22.80
Health & Welfare	\$ 4.85
Pension	\$ 5.33
Annuity	\$ 0.00
*Training	\$ 0.60
LECET	\$ 0.30
<b>Total Package</b>	<b>\$33.88</b>

**Deductions: Working Dues: 3.5% of Gross Wage + \$.48 per Hour Worked  
Vacation Fund: \$0.75 per Hour Worked**



\* Environmental Work: Within the Boundaries of Christian, Cass, Morgan, Scott, Logan, Menard and Sangamon Counties, an additional ten cents (\$.10) per hour (which equals seventy cents (\$.70) per hour) training contribution shall be paid by Contractors for each hour worked by Laborers that are performing asbestos abatement and removal, hazardous and toxic waste cleanup and removal and lead based paint abatement and removal on jobs identified in the bid documents as environmental projects.

**THE SOUTHERN and CENTRAL ILLINOIS  
LABORERS' DISTRICT COUNCIL:**



John R. Taylor  
Business Manager

**THE ASSOCIATED GENERAL  
CONTRACTORS OF ILLINOIS:**



Ray Hawkins  
Director of Labor Relations

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

**Future increases to be distributed:**

**May 1, 2006  
\$1.40**

**May 1, 2007  
\$1.40**

**May 1, 2008  
\$1.40**

**Business Manager, Laborers' Local 477:** Brad Schaive

Business Phone ..... (217) 522-0014

Fax Number ..... (217) 522-0090

1615 N. Dirksen Pkwy.

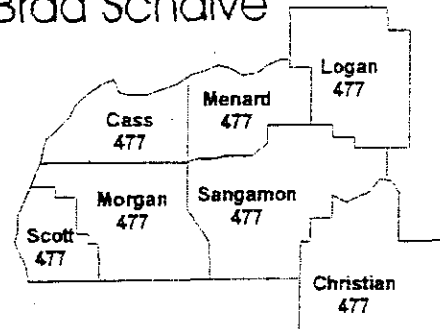
Springfield, IL 62702

Website: ..... [www.local477.com](http://www.local477.com)

Email address: ..... [liuna477@yahoo.com](mailto:liuna477@yahoo.com)

OFFICE HOURS: 6:00a.m. - 5:00 p.m.

**Local 477  
Brad Schaive**



ADDENDUM A  
WAGES, FRINGE BENEFITS AND DEDUCTIONS  
LABORERS' LOCAL 477 (SPRINGFIELD, ILLINOIS)  
Highway District #6

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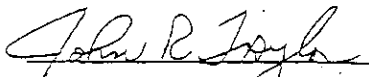
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THE SOUTHERN & CENTRAL ILLINOIS  
LABORERS' DISTRICT COUNCIL:



John R. Taylor  
Business Manager

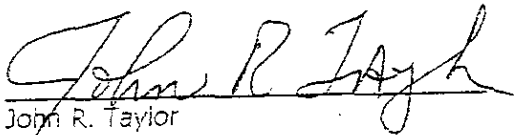
THE ASSOCIATED GENERAL  
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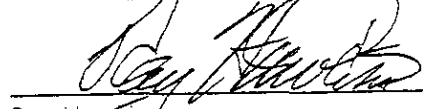
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THE SOUTHERN and CENTRAL ILLINOIS  
LABORERS' DISTRICT COUNCIL:



John R. Taylor  
Business Manager

THE ASSOCIATED GENERAL  
CONTRACTORS OF ILLINOIS:



Ray Hawkins  
Director of Labor Relations

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Local 477

Brad Schaive

