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1,050 workers

35 pp.

**AGREEMENT**

between

**QUAD-CITY BUILDERS ASSOCIATION, INC.**

and

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
LABORERS' LOCAL UNION NO. 309, AFL-CIO  
affiliated with  
NORTH CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL**

2835 Seventh Avenue  
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**Effective: May 1, 2001**

**Termination: April 30, 2004**

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## BUILDING AGREEMENT

**Section 1.** This Agreement made and entered into this 1st day of May, 2001 by and between the signatory employer of this agreement who is engaged in the construction industry as described herein, hereinafter referred to as the Contractor or Employer, and the Laborers' International Union of North America, Local Union No.309, AFL-CIO, affiliated with the North Central Illinois Laborers' District Council, hereinafter referred to as the Union.

**Section 2.** This Agreement is to cover all building construction work in Scott County, Iowa, and Rock Island and Mercer Counties in Illinois.

### ARTICLE 1 RECOGNITION

**Section 1.** The Contractor recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours and other working conditions for all building and construction laborers in the classifications hereinafter enumerated, hereinafter referred to as "employees" or "laborers", within the territorial jurisdiction above described, excluding technical engineers, clerical employees, timekeepers, superintendents, master mechanics, and all other employees and supervisors.

### ARTICLE 2 UNION SECURITY

**Section 1.** All present laborers of the Employer who are members of the union shall as a condition of continued employment with the Employer maintain membership during the life of this agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the union as a condition of acquiring or retaining membership.

**Section 2.** All present laborers of the Employer who are not members of the Union and all laborers of the Employer hired after the date of this agreement shall become members of the Union on the 8th day following the date of this agreement or on the 8th day following the date of hire, whichever is later, and shall as a condition of continued employment with the Employer maintain membership during the life of this agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership.

**Section 3.** Upon written notice from the Union advising that an employee has failed to maintain membership in the Union in good standing, as qualified above, by payment of uniform initiation fees and/or dues as required, the Contractor shall forthwith discharge the employee unless the Contractor has reasonable grounds for believing that membership was not available to other members or that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

**Section 4.** This Article shall not be in force or effect for any employment within the boundaries of Iowa or any other State which has or enacts a statute, act or law prohibiting Union membership or affiliation as a condition of employment provided the law is applicable to the employers and parties hereto. In the event any State, including Iowa, which has, or during the term of this contract enacts a statute, act or law prohibiting any Union security agreements and subsequently repeals such a statute, act or law, Article 2 will become in full force and effect for any employment within the boundaries of the State immediately upon the effective date of such repeal.

### **ARTICLE 3 EMPLOYMENT**

The Union and the Employer believe that the Unions' knowledge and experience within the industry here involved, together with the sources of competent manpower available to it, can aid the Employer in recruiting needed applicants for employment who can meet the standards of the trade and thus promote the efficiency of the operation of the employer.

A. The Employer and the Union agree that:

1. Except for a construction specialist and/or a minimum number of key men on any job or project, as determined in a pre-job conference or agreement between the Employer and the Business Manager and/or the Field Representative of the Union and except where this Article provides otherwise, the Employer shall request the Referral Office of the Union to refer all applicants for employment, and the Referral Office shall make such referral in the manner set forth below.

2. The Employer, in requesting referrals shall specify to the Union, (a) the number of employees required, (b) the location of the job or project, (c) the nature and type of construction involved, (d) the work to be performed, and (e) any such other information as is deemed essential by the Employer in order to enable the Union to make proper referral of applicants.
3. Employers may request former employees for referral to a job or project by contacting the former employee and the local union. Upon being contacted by the employer, the Union Referral Office shall refer said former employees to the job or project provided they are properly registered applicants in the Referral Office, are available for work at the time of the request, and have been employed by the requesting Employer under the terms of this or previous agreements in the geographical area of the Referral Office within 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 former employees.
4. The Employer may require and call for employees possessing special skills, qualifications, dual cards (Laborer, Teamster, etc.), OSHA 10-Hour Certification, or other abilities and the Union shall refer the first applicant on the registration list possessing such special skills qualifications or abilities.
5. The Employer reserves and shall have the right to accept or reject any applicants referred by the Union or to discharge for cause any employee who has been accepted but who subsequently proves unsatisfactory.
6. The Employer shall have the right to determine the number of employees any portion of the work shall require.
7. If an applicant for work misrepresents his qualifications, the show up time provision of this contract will not apply, and when discharged will return to the referral office and re-register.

B. The Union agrees that it will operate the Referral System in Accordance with the following rules and procedures:

1. The Union at its headquarters, herein called the Referral Office, shall maintain lists of persons who are available for employment, from which referrals shall be made, and the Union agrees that it shall operate such referral system in accordance with all Federal and State Laws and Regulations.
2. Registration and selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall in no way be affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspects or obligations of membership policies or requirements or because of race, creed, sex, or color or national origin. The referral office will take affirmative action to insure that applicants are employed without regard to their race, creed, color or national origin.
3. Referral for employment by the Union shall be made from referral lists, which shall be administered as follows:
  - (a) When an applicant desires to place his name on the referral list, he shall fill out an application for referral, which among other things, shows his social security number, previous employment experience, the names of his previous employers and the jobs he is qualified to perform. Because Employers frequently need laborers on short notice, it is the responsibility of the registrant at the time of registering, to give the referral office instructions as to how the registrant can be contacted for referral. Registrant shall give clear instructions as to telephone number, address or other means of communication.
  - (b) Each applicant's name shall be placed upon the list provided he is unemployed, serially by the date and time of his application, and each registrant shall be entitled to know of his serial standing on the list of applicants.

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

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

- (a) GROUP A - All persons who have been employed as a construction laborer for 1000 hours in the last two (2) years in the jurisdiction of Local 309.
- (b) GROUP B - All persons who have been employed as a construction laborer for 750 hours in the last one (1) year in the jurisdiction of Local 309. Including graduates from the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program. Graduates from the Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program must maintain their license to qualify for Group B.
- (c) GROUP C - All applicants not qualifying for Groups A or B. Employees must have fifty (50) hours of approved training for employees to move from the "C" list to the "B" list.

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

The Employer may request, by name, specific applicants for referral to a job or project and the Union shall refer said applicants to the job or project, provided they are properly registered applicants in Group A, or Group B in the Referral Office, and are available for work at the time of the request.

If a registrant, referred for employment in regular order, refuses to accept such employment, his 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.

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

It is understood and agreed that any employee employed by the Employer under the terms of this Agreement may continue in the employment of this 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 the displacement of another employee.

Each registrant for referral shall be required to re-register at least every thirty (30) days or have his name removed from the list.

If for any reason the Referral Office of the Union is unable to furnish competent and qualified applicants by the beginning of the regular work day after their request, this Employer may fill vacancies in any manner available, provided applicants have been requested before 12:00 noon the prior business day and do not present themselves for employment at the time and place specified. In the event of any new hiring under this paragraph, this Employer shall make an attempt to notify the Union Referral Office within forty-eight (48) hours of the names and dates of such hirings. An applicant for referral who is aggrieved by an action of the Union with respect to registration or referral under this provision 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 North Central Illinois Laborers' District Council and the Quad City Builders Association, Inc. 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 District Council, a representative of the Quad City Builders Association, Inc., and a representative chosen jointly by the Quad City Builders Association, Inc. and the District Council. If by the end of seven (7) days the third representative cannot be agreed upon, said representative shall be chosen from a panel submitted by the Federal Mediation and Conciliation Service.



Such board shall consider the grievance and render a decision which shall be final and binding. The board is authorized to issue procedural 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 Employer and the Union shall put in appropriate places, where notices to employees and applicants are customarily posted, all provisions relating to the referral arrangement set forth in this agreement.

Local Union No. 309 agrees that it will indemnify and save this Employer harmless against all claims or all other forms of liability whatsoever that may arise out of failure to act, or by reason of action taken by the Local Union in connection with the operation of the non-discriminatory provisions governing the operation of the Referral Office.

#### **ARTICLE 4 HOURS OF WORK**

**Section 1.** In the event unusual or special conditions are present, the starting and quitting time shall be determined by agreement between this Contractor and the Business Manager of the Union.

**Section 2.** The work week and pay week shall be from 8 a.m. Monday to 8 a.m. the following Monday, or other as specified by the Employer. The work day shall be from 8 a.m. to 8 a.m. the following day. The regular work week shall be forty (40) hours, from Monday 8 a.m. through 4:30 p.m. Friday, and the regular work day shall be eight (8) hours from 8 a.m. to 4:30 p.m. For plasterer tenders the work week and pay week shall be from 7:30 a.m. Monday to 7:30 a.m. the following Monday. The work day shall be from 7:30 a.m. to 7:30 a.m. the following day. The regular work week shall be forty (40) hours, from Monday 7:30 a.m. through Friday 4 p.m., and the regular work day shall be eight (8) hours from 7:30 a.m. to 4 p.m.

Overtime compensation shall be paid at the rate of one and one-half (1½) times the regular rate of pay, either before or after the established starting and/or quitting time, including lunch periods. All work on Saturdays shall be at one and one-half (1½) times the rate of pay. Sundays and Holidays are double times the rate of pay. It is agreed that this section does not apply to shift work. There shall be no pyramiding of overtime pay.

**Section 3.** While working Monday through Friday, if one day is lost to inclement weather, the Employer will be allowed to work eight (8) hours Saturday at the straight time rate. However, if any other Laborers' of the employer receives overtime for working on this project on Saturday, then this section will be null and void and the overtime provisions of this agreement will apply to Saturday work; Saturday overtime is at time and one-half (1½). It will not be mandatory that said Employees work this make-up day, nor does it imply that the Contractor has to work Saturday for this purpose.

**Section 4.** The Contractor agrees that he shall establish a one-half (½) hour lunch period reasonably near the middle of the shift, also a coffee break for employees in the morning on the job site.

**Section 5.** Laborers shall be paid for picking up and putting away tools and gear.

## **ARTICLE 5 HOLIDAYS**

**Section 1.** Work performed on Sunday and the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day or days celebrated as such, shall be paid for at two (2) times the straight time rate. When a holiday falls on Sunday, the following Monday shall be considered as a holiday and the double time wage rate shall apply.

**Section 2.** No work shall be performed on Labor Day except to protect life or property in the judgment of the Contractor and the Business Manager or the Field Representative of the Union. In the event the Contractor cannot locate the Business Manager after making an honest effort to do so, then the Contractor may proceed with such work that is essential.

## **ARTICLE 6 SHIFT WORK**

**Section 1.** There will be no shift work on any job of two (2) days or less, unless requested or required by the Owner, except in extreme emergency involving the loss of life or property and then only upon application to the Business Manager.

**Section 2.** Where two (2) or more shifts are employed and the contractor wishes to split the day shift to take advantage of daylight hours on a two (2) shift job, then the first shift shall start at 4 a.m. and work until 12:00 noon, the second shift shall start at 12:00 noon and work until 8 p.m., each shift shall have one-half (½) hour period for lunch. If the Contractor wishes to work two shifts without taking advantage of daylight hours, the first and second shift shall correspond with the first and second shifts mentioned in Section 3, Article 6.

**Section 3.** When three (3) shifts are used, the first shift shall start at 7:30 a.m. and end at 4 p.m. with one-half (½) hour period allowed for lunch; second shift shall start at 4 p.m. and end at 12:00 midnight, with one-half (½) hour period allowed for lunch; third shift shall start at 12:00 midnight and end at 7:30 a.m. with one-half (½) hour period allowed for lunch. Time worked after 12:00 midnight Friday to 12:00 midnight Saturday shall be paid for at the rate of one and one-half (1½) times the regular rate. Time worked after 12:00 midnight Saturday to 12:00 midnight Sunday will be paid for at the rate of two (2) times the regular rate. In case of holidays, double time shall be paid from 12:00 midnight commencing the holiday to 12:00 midnight ending the holiday. Each shift shall be paid a minimum of eight (8) hours pay at the rate being paid, including payment of fringe benefits on hours paid.

**Section 4.** For shifts other than described above the premium shall be determined by the Employer and the Business Manager.

**Section 5.** For a single shift, outside of regular hours, with respect to in-plant and commercial work, the hourly rate shall be eight (8) hours pay, including payment of fringe benefits on hours paid for seven and one-half (7½) hours work. The modifying of pay as herein provided shall apply only to shutdown work, change over work and maintenance work in commercial and industrial installations when such work is performed after original installations.

## **ARTICLE 7 REPORTING PAY**

**Section 1.** Employees reporting for work at the request of the Employer, or employees reporting for work on regular shifts, shall be paid a minimum of one (1) hour straight time for reporting and waiting in the event they do not commence work within this period.

When job conditions beyond the control of the Contractor preclude the need of an employee's services on a given day, the foregoing will not apply if the Employer has notified, or attempted to notify the employee at a telephone number (to be provided to the Employer by the employee) prior to the time (not to exceed one (1) hour) the employee is normally required to leave his residence for work. Before an employee who does not have a telephone to receive such notification can qualify for reporting pay because of weather conditions, he shall have called the Employer or his representative, at a project telephone (or another telephone provided for this purpose) and received assurance there would be work on the day in question.

**Section 2.** If employees commence work during the regular work week, they shall receive not less than four (4) hours pay and if they work more than four (4) hours, they shall be paid for actual hours worked. However, if work is commenced and cannot continue due to inclement weather or for any other condition beyond the control of the Employer, the employee shall receive pay for the actual hours worked, but in no event shall an employee receive less than two (2) hours pay for any day in which he commences work.

**Section 3.** Special arrangements for show-up time which are agreeable to all employees may be made by the Employer for a particular job or jobs.

## **ARTICLE 8 PAY DAY**

**Section 1.** The Contractor shall pay employees once each week during working hours, the pay day to be established by the Contractor, and shall be paid by United States currency or check. It is also agreed that the Contractor shall withhold no more than five days' pay, and further agrees to furnish the employees with a statement of earnings with a breakdown of hours and deductions.

**Section 2.** Should an employee covered by this Agreement be laid off, he shall be paid all wages due at the regular quitting time, or within twenty four (24) hours after the regular quitting time, or mailed his check, postmarked within twenty four (24) hours after quitting time. If not paid or postmarked within said twenty four (24) hours, the employer shall pay a penalty of eight (8) hours of pay to such employee at the regular rate of pay for each succeeding twenty four (24) hours of delay. It is understood that said twenty four (24) hour periods shall not include Saturdays, Sundays and

Holidays. The employer must have maintained an office in Local 309's jurisdiction for the past 3 year period for Section 2 to be applicable. If Section 2 is not applicable any laborer laid off shall be paid all wages due at the time of the lay-off.

**Section 3.** If the regular pay day falls on a holiday, then the pay day shall be the day prior to the said holiday.

**Section 4.** In the event of bad weather, the employer shall make an effort to have the pay checks ready by 10 a.m. on Pay Day.

**Section 5.** Should an employee covered by this Agreement be discharged, he shall be paid in full immediately or shall be paid the current wage rate for such time as he is required to wait for his pay. In the event the pay office is not more than ten (10) miles from the point of discharge the employer may request the employee to pick up his final pay so long as the employee is being paid his regular pay rate for traveling to said office.

**Section 6.** By mutual agreement between the Union and Contractor the time frames of this Article may be amended.

**ARTICLE 9  
SCALE OF WAGES**

**WAGE RATE PER HOUR**

<b>CLASSIFICATION 1</b>	-	<b>See Addendum I</b>
General Laborer		Drilling Equipment
Carpenter Tender		Air Compressors
Tool Cribman		Conveyor Systems
Salamander Tender		Heaters
Flagman		Pumps/water/concrete/grout
Form Handler		Dewatering
Floor Sweeper		Waterblasting
Material Handler		Steam Cleaning Machine
Fencing Laborer		Gunnite Machine
Cleaning Lumber		Power Equipment
Landscaper		Roller Compactors
Unloading Explosives		Trenching Machines

Laying of Sod  
Planting of Trees  
Removal of Trees  
Wrecking Laborer  
Unloading of Re-Bars  
Scaffold Worker  
Signal Man on Crane  
Handling of Materials treated with creosote  
Kettle Men  
Prime Mover or motorized unit used for wet concrete or handling of building materials  
Vibrator Operator  
Mortar Mixer  
Power Tools used under the jurisdiction of Laborers  
Sand Points  
Gunnite Nozzle Men  
Welders, cutters, burners and torchmen  
Chain Saw Operator  
Jackhammer and Drill Operators, Paving Breakers  
Air Tamping Hammerman  
All Concrete Saws  
Concrete Burning Machine Operator  
Coring Machine Operator - Hod Carrier and Plasterer Tender  
Caisson Worker after 6 foot depth  
Tunnel Miners - Mixerman (plaster only), Pump Man

**CLASSIFICATION 2 - See Addendum I**

Dynamite Man  
Asbestos Abatement Worker  
Hazardous Waste Abatement Worker  
Lead Base Paint Abatement Worker

**CLASSIFICATION 3 - See Addendum I**

**Concrete Specialist**

**CLASSIFICATION 4 -**

**Construction Specialist – The Construction Specialist will not perform work already assigned under Classifications 1, 2 and 3.**

**CLASSIFICATION 5 -  
JOURNEYMAN UPGRADE -**

**Section 1.** If in changing classifications, the rate of pay for one classification is higher than the other, the employee shall be paid the higher rate of pay for that day provided that he works four (4) hours or more in the higher classification and the work was done at the direction of the Employer or his representative. If an employee works less than four (4) hours at a higher classification, he shall be paid the higher rate for four (4) hours.

**Section 2.** It is agreed that multi-card employment is permissible under the terms of this Agreement, and it is expressly agreed that the Employer will pay fringe benefits to only one craft, to be selected by the employee. Selection by the employee of the craft to which fringe benefits are to be paid shall be in writing.

**ARTICLE 10  
APPRENTICESHIP WAGE RATES**

The Apprentice rates are as follows for Laborers:

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

**WAGES FOR CLASSIFICATIONS OR WORK NOT HEREIN SPECIFIED SHALL BE DETERMINED BY BOTH PARTIES TO THIS AGREEMENT.**

**ARTICLE 11  
JURISDICTION OF WORK**

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

Tenders for carpenters and other building crafts and mixing, handling, and conveying of all materials by masons, plasterers and other building crafts, whether done by hand or by any process. The hand excavations for buildings and all other construction. The mixing, handling, conveying, pouring,

vibrating and otherwise placing of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction. The wrecking, stripping, dismantling, and handling of concrete forms and false work on composite crew basis. All work on acetylene burners in demolition. The cleaning, moving and oiling of forms on composite crew basis.

#### **Mortar Mixers**

Tool crib men on job site

Watchmen (Laborers)

Firemen or salamander tenders

Flagmen

Installation and maintenance of portable temporary heating units

Temporary Fencing Laborers

Cleaning Lumber

Unloading Explosives

Fireproofing Laborers Tenders

Asbestos Abatement Worker

Hazardous Waste Abatement Worker

Lead Base Paint Abatement Worker

Grade and Surveyor Helpers

Unloading, loading, handling of cement, lime and plaster.

The handling, moving, signaling, hooking on and unhooking, flagging

of all power machines which Laborers are using to perform their jurisdiction of work.

Any laborer (Hazardous Waste Worker) doing clean-up work which has been designated hazardous by the State or Federal Governments part of the super fund clean-up project or requiring Class A or B protective equipment as defined in C.R.F. 1910-120, will receive classification 2 - Wage Rates and Fringe Benefits.

All drilling equipment for blasting, rotary drills, core drills and diamond drills shall be the work of the Laborers.

Air compressors less than 401 cfm operation, fueling, transportation and maintenance shall be the work of the Laborers. All conveyor systems loading and unloading shall be the work of the Laborers.

Heaters setup, take down, fueling and maintaining shall be the work of the Laborers, which shall also include all forced propane heaters, unless this work is performed outside of regular working hours by management personnel as defined by the National Labor Relations Board (NLRB).



Individual pumps four inches and under shall be the work of the Laborers, which includes the setup, take down, fueling and maintenance unless this work is performed outside of regular working hours by management personnel as defined by the National Labor Relations Board (NLRB).

Dewatering (well point system) to be unloaded and laid down by Laborers. Headers, jet points and swing joints installation shall be done by Laborers.

Waterblasting shall be the work of the Laborers.

Steam cleaning machine for cleaning surfaces and buildings shall be the work of the Laborers.

Concrete/grout pumps less than 4" shall be the work of the Laborers.

Gunnite machine shall be the work of the Laborers.

Power equipment generators for the purpose of supplying power to hand held equipment, which would include the setup, take down, fueling and maintaining, shall be the work of the Laborers if it pertains to Laborers' work.

Concrete saws shall be the work of the Laborers.

Roller compactors, hand held or walk behind, shall be the work of the Laborers.

Trenching machine (Ditchwitch) walk behind shall be the work of the Laborers.

Hazardous waste cleanup work traditionally performed by Laborers, shall be the work of the Laborers.

Asbestos abatement work traditionally performed by Laborers, shall be the work of the Laborers.

Flagmen (flaggers, flagpersons) the loading, unloading, placement and removal of all traffic control devices to include cones, barrels, barricades and barriers (whether of wood, composite or concrete), the maintenance and replacement of these items, and the maintenance and replacement of all bulbs, batteries or equipment used to power these devices shall be the work of the Laborers.

Retaining walls, culvert walls, slope walls and wing walls that are dry laid of brick, block or precast materials shall be the work of the Laborers, which includes but is not limited to, the unloading, distribution and installation.

Equipment used for loading, unloading, elevating or transporting of materials handled by Laborers shall be the work of the Laborers.

Wire mesh shall be installed by the Laborers.

Dowel rods shall be installed by the Laborers.

Concrete specialists: Shall perform all work assigned to them relating to but not limited to pouring, striking off and finishing all concrete surfaces.

The Employer and the Union agree that the above mentioned jurisdiction of work does not limit the employers right to assign additional work to the Laborers.

**ARTICLE 12  
WORKING DUES CHECK-OFF**

**Section 1.** The employer shall upon receipt of a proper assignment executed by an employee, deduct the authorized membership working dues from the wage of each employee and forward such monies to the Laborers' Local 309 Clearing Account, 2835 - 7th Avenue, Rock Island, Illinois 61201.

**Section 2.** The membership working dues shall be four percent (4%) of gross wages paid to the employee. The said money shall be in the Laborers' Local 309 Clearing Account, 2835 - 7th Avenue, Rock Island, Illinois 61201, by the 15th of the month following, covering hours worked the previous month. Said failure to make the required payments by the Contractor at the time specified shall be deemed a gross breach of this Agreement by the Contractor, and the Union shall be free to take any economic action, including refusal to work and picketing to obtain Contractor compliance with the Agreement, notwithstanding any other provisions of this Agreement.

**ARTICLE 13  
FRINGE BENEFITS**

The Employer shall pay the following amounts for fringe benefits for each hour worked by each employee covered by this Agreement.

**Section 1.** Contributions to the Northern Illinois and Iowa Laborers' Health & Welfare Trust Fund are payable at the sum per hour as denoted in Addendum I and sent to Northern Illinois and Iowa Laborers' Health & Welfare Trust Fund 2837 - 7<sup>th</sup> Avenue, Rock Island, Illinois 61201.

**Section 2.** Contributions to the Central Laborers' Pension Fund are payable at the sum per hour as denoted in Addendum I and sent to the Laborers' Local 309 Clearing Account, 2835 - 7<sup>th</sup> Avenue, Rock Island, Illinois 61201.

**Section 3.** Contributions to the Training Fund are payable at the sum per hour as denoted in Addendum I and sent to the Laborers' Local 309 Clearing Account, 2835 - 7<sup>th</sup> Avenue, Rock Island, Illinois 61201.

**Section 4.** Effective May 1, 2001, through April 30, 2004, Sixteen cents (\$.16) per hour payable to the Quad-City Construction Industry Advancement Trust, 2837 - 7th Avenue, Rock Island, Illinois 61201. The contributions to the aforesaid QCCIAT shall under no circumstances constitute or be deemed wages due to the employee. The Labor and Management Committee established in the Rock Island, Illinois, area pertaining to the building construction industry, shall receive four cents (\$.04) per hour-of the sixteen cents (\$.16) per hour payable to the Quad City Construction Industry Advancement Trust.

**Section 5.** Contributions to the Northern Illinois Annuity Fund, are payable at the sum per hour as denoted in Addendum I and sent to Laborers' Local 309 Clearing Account, 2835 - 7th Avenue, Rock Island, Illinois 61201 for annuity fund contribution.

**Section 6.** Contributions to the Laborers' of Illinois Vacation Fund, are payable from net wages at the sum per hour denoted in Addendum I and sent to Laborers' Local # 309 Clearing Account, 2835 - 7th Avenue, Rock Island, IL 61201, for "Vacation Fund" contribution.

**Section 7.** Contributions to the North Central Illinois Laborers' District Council Laborers' Employers Cooperation Education Trust are payable at the sum per hour denoted in Addendum I and sent to Laborers' Local 309 Clearing Account, 2835 - 7th Avenue, Rock Island, Illinois 61201, for distribution to:

- A. Laborers' Local Union # 309 Foundation For Fair Contracting - 52 cents per hour.
- B. Midwest Region Foundation for Fair Contracting - 5 cents per hour.
- C. LIUNA National Health & Safety Fund - 2 cents per hour.
- D. NCILDC - Laborers' Employers Cooperation Education Trust (LECET) - 10 cents per hour.

**Section 8.** The Employer agrees to be a party to and to be bound by the Agreement and Declaration of Trust, and amendments thereto, heretofore entered into for health and welfare by the Quad City Builders Association, Inc. and the Union, and by any future amendments to the foregoing, and also agrees to be a party to and to be bound by the particular agreements and declarations of trust, and amendments thereto, heretofore entered into with respect to the Central Laborers' Pension Fund, Northern Illinois Annuity Fund, Illinois Laborers' and Illinois Laborers' and Contractors' Joint Apprenticeship and Training Program, Quad-City Construction Industry Advancement Trust for industry advancement, North Central Illinois Laborers' District Council Laborer Employers

**Section 9.** The Employer designates as his representatives on the boards of such trusts the Employer trustee as named in the particular agreements and declarations of trust and their successors and becomes by execution of this collective bargaining agreement a signatory Employer party to each trust fund agreement set for above (or continues as a signatory party).

Contributions for the accounts of the foregoing trust funds shall be subject to the following conditions:

1. Contributions shall be payable monthly within the time and in the manner hereinafter set forth.
2. Such contributions shall accrue with respect to all hours worked or paid by each laborer.
3. The Employer shall be required to file a properly executed report of the total hours worked by each employee covered by this agreement for every calendar month, together with the contributions due and owing the funds as reflected by said report.
4. Said reports shall be filed on or before the 15th day of the month following the month for which the report is due. Failure to file said report and make payments of the contributions due and owing, as reflected by said report within the time prescribed herein, or the willful filing of a false report shall impose upon the employer such penalties as are imposed by the particular Trusts.
5. It is specifically agreed that acceptance of any delinquent or false report and the contribution as reflected thereby by the particular trust shall not constitute a waiver of any penalty which may be due and owing thereon, as hereinabove set forth.
6. In the event of a dispute, each Trust Fund, through properly authorized representatives of said Funds, shall have the right to perform a compliance audit on the Employer's payroll records, for the purpose of determining if properly executed reports are being filed and correct contributions are being made to said Fund. Representatives authorized to make the aforesaid examination of payroll records will be furnished proper credentials by the Trustees of said Fund.

7. Failure of the Employer to make proper contributions may result in removal of employees from the particular Employer's job by and at the option of the Union during the period of any delinquency.

Any additional money for Fringe Benefits may be deducted at any contract period from amounts otherwise to be paid for wages.

In any event that one of the above funds is terminated or ceases to accept funds, then except in the case of Industry Advancement the payment per hour to such fund shall cease and an amount per hour equal to such contribution shall be added to the wage rate.

Notice shall be delivered in writing to the Employer of termination or change of any of these funds immediately or by the first day of the month following such change or termination.

#### **ARTICLE 14 PENALTY FOR FAILURE TO PAY WAGES OR FRINGE BENEFITS**

**Section 1.** If the Contractor fails to pay wages or fringe benefits, as established within this Agreement, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

**Section 2.** Failure to pay wages and/or fringe benefits as provided above is not meant to include disputes between the employee and the Contractor as to total hours worked or rates paid during any pay period.

#### **ARTICLE 15 BONDING REQUIREMENTS**

**Section 1.** All contractors, as a condition of this Agreement, shall post a \$25,000.00 surety bond guaranteeing to employees the payment of wages and fringe benefits including pension, annuity, welfare, training, Laborer Employers Cooperation Education Trust, vacation fund payments and working dues check-off payments.

**Section 2.** In the event of a failure, default or refusal of the Employer to pay an employee his wages when due (and including a failure to remit to the Union those wages which have been checked off from the wages of employees for payment of dues) or to make payments when due to the pension fund, annuity fund, training fund, Laborer Employers Cooperation Education Trust fund, vacation fund and health and welfare fund as provided herein, then in such event upon written notice to the Employer and the bonding company, the aggrieved party, which may be the employee, the Union, or the applicable trustees, as the case may be, may collect payment, costs, and reasonable attorney's fees from the applicable surety bond.

**Section 3.** When a signatory contractor requests in writing a fringe benefit report from the Union for a contractor under subcontract, the Union will supply said report in writing within five (5) working days.

## **ARTICLE 16 LEAD MAN**

**Section 1.** Lead Man shall be appointed if there are five (5) Laborers or more on a project, per Company, and receive Fifty Cents (\$.50) per hour above the highest paid Laborer under his supervision and shall be a part of the bargaining unit.

**Section 2.** Labor Foreman shall be appointed after there are ten (10) Laborers or more on a project, per Company, and shall be paid Fifty Cents (\$.50) above the highest paid Laborer under his supervision and shall be a part of the bargaining unit.

**Section 3.** General Labor Foreman shall be paid One Dollar (\$1.00) per hour above the highest paid Laborer under his supervision and shall be a part of the bargaining unit. The need to appoint a General Labor Foreman will be at the Contractor's discretion.

## **ARTICLE 17 RIGHT OF ACCESS**

**Section 1.** The Business Manager or the Field Representative of the Union shall have the right to visit all jobs covered by this agreement. The visiting Union personnel shall notify the Contractor's job site superintendent or representative prior to entering the job site.

**Section 2.** The Union shall have a current Certificate of Insurance showing evidence of General Liability, Auto and Workman's Compensation coverages and their limits. This certificate shall be sent to the office of the AGC of the Quad Cities, who is authorized to distribute photocopies to all signatory Employers. The absence of a current Certificate of Insurance shall void Section 1 of this Article until a current Certificate of Insurance is in the offices of the Quad Cities Builders Association.

**Section 3.** To the extent permitted by law, the Union shall indemnify and hold harmless the Contractor, from and against all claims, arising out of or resulting from the performance of work by employees or agents of the Union while visiting job sites covered by this agreement.

### **ARTICLE 18 WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE**

**Section 1.** The Contractor shall comply with all Federal and State Laws governing the employment of employees and liability to the public, including the Workers' Compensation and Old Age Benefits. It is also agreed that the Contractor shall see that any injured employee shall receive prompt medical attention.

**Section 2.** The Contractor who is not automatically required within the provisions of State Unemployment Acts and Workers' Compensation Acts is required to make contributions thereunder, hereby agree to make voluntary application to the proper State Authorities so as to come within the statutory provisions of the Illinois and Iowa Unemployment Compensation Acts and Workers' Compensation Acts, relating to Employers who are under said Acts, to become subject thereto in the manner provided by said Acts and the regulations promulgated thereunder, regardless of number of employees employed. Employers covered by private plans providing workers' compensation benefits equal to or greater than benefits provided under the applicable state act are exempt from the workers' compensation provisions of this Article. The Contractor will furnish to Local Union No. 309, his State Unemployment Insurance Serial Number.

### **ARTICLE 19 STEWARD CLAUSE**

**Section 1.** The Business Manager or Field Representative may appoint a steward on all projects, and the union will notify the Contractor or Contractor's Representative the name of the steward.

**Section 2.** The steward is to perform all union duties assigned to him by the Business Manager or Field Representative. The steward is to work the same as any other employee on the job.

**Section 3.** It shall be the duty of the steward to report to the Union any accident to any laborer which may occur on the job where employed. It shall be the duty of the steward to personally see to it that the injured employee is taken care of by a Contractor Representative and his family notified.

**Section 4.** The steward shall not be transferred from one project to another without consulting with the Business Manager or the Field Representative.

**Section 5.** No steward shall be discharged without the Employer conferring with the Business Manager or the Field Representative of the Local Union involved, and a mutual understanding arrived at.

The steward shall work the same duration of time as any other employee, providing said steward can qualify for any work being done, and should said steward qualify for said work, he shall be the last man to be laid off. The steward shall not be discharged for lawful Union activities or laid off for lawful Union activities.

**Section 6.** When an Employer sees fit to discharge an employee or employees or have a reduction in the work force, he is to notify the Steward.

**Section 7.** When a job is temporarily shut down due to weather, material shortages or similar cause, the employees are laid off, the Steward shall be the first employee recalled to work when the work resumes, if qualified.

**ARTICLE 20  
NO STRIKE - NO LOCKOUT**

**Section 1.** During the term of this agreement there shall be no strike by the Union or employees in the bargaining unit and no lockout by the Employer except as provided in Article 13 of this agreement.



**Section 2.** The refusal of an employee to enter and do work or make deliveries in a place where a legal strike or lockout is in force shall not be deemed a violation of this agreement, nor shall it be justification for discharge.

**Section 3.** Employees covered by this agreement shall not be required to work under police protection or violate a picket line.

**ARTICLE 21  
PROTECTIVE CLOTHING AND DRINKING WATER  
AND WORKING RULES**

**Section 1.** It is agreed that the Contractor will furnish suitable sanitary toilet facilities, suitable drinking water and sanitary cups on the job site within a reasonable time.

**Section 2.** Laborers' shall not be required to furnish or transport any tools or equipment for the Employer. Laborers may, at their discretion and to facilitate their work, carry small company tools in their personal vehicle.

**Section 3.** The steward or Business-Manager may bring to the attention of the Contractor any unsafe condition that may exist on the project.

**Section 4.** The Contractor shall furnish all tools, rubber boots, rainpants, raincoats, goggles, safety hats, new liners for said hats, rubber gloves for all composition mixes and all other necessary protective garments and equipment. When such equipment is issued, it shall be returned when the need for it is over. The employees will return safety equipment when the job is completed or pay for the equipment at the actual cost to the contractor. The contractor shall provide an individual, lockable storage area for Personal Protective Equipment assigned to employees for this paragraph to be enforceable.

**Section 5.** First aid kits shall be furnished and maintained on all jobs.

**Section 6.** If any employee wishes to take a vacation, he shall notify his Employer two (2) weeks in advance. This vacation shall not jeopardize his employment, if work is available upon his return.

**Section 7.** Where practical, a warm clean shed or portion of shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a work shop.

**Section 8.** All work of the Employer shall be performed under mutually provided safety conditions which must conform to State and Federal regulations. It shall also be a requirement of the employee to conform to safety regulations and measures as provided. If the employee refuses to comply with safety regulations after a warning in writing he may be discharged.

**Section 9.** If a task is performed on Saturday, then the crew shall be selected from those performing the same task the previous day.

If overtime is worked the same day, then the crew shall be selected from those performing the same task that day.

**Section 10.** There shall be no scoop shovels used except on sawdust, cinders and snow, light aggregate, or other lightweight material.

**Section 11.** 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 for that day. If the employee's occupational injury permits him to continue to work, but requires subsequent visits or necessary medical treatment during his scheduled work hours, he will be paid for the time lost from his scheduled work in making such visits.

Laborers injured during the course of employment shall be put back to work when released by the physician, if work is available and he is qualified for the available work.

## **ARTICLE 22 ADJUSTMENT OF DISPUTES**

**Section 1. Initial Determination.** Any dispute of any type concerning the interpretation or application of this agreement between the Employer and the Union shall be adjusted by the Employer and the Union in the first instance, if possible. No employee grievance may be considered unless

submitted in writing to the Union and the Employer within five (5) working days of the alleged violation.

**Section 2. Negotiating Committee.** In the event the matter is not settled, it shall be referred to the Negotiating Committee consisting of three (3) Employer Representatives, selected by the Quad City Builders Association, Inc., and three (3) Union Representatives, selected by the North Central Illinois Laborers' District Council. The determinations of the Negotiating Committee shall be governed by majority vote with each member in attendance having one (1) vote. The Negotiating Committee meetings shall be held in Rock Island County, Illinois.

**Section 3. Arbitration.** Should the Negotiating Committee be unable to resolve the matter, then the Union or the Employer may refer the matter to arbitration by so notifying the other party involved. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. From the list so submitted, the parties shall within five (5) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. During such time as the matter is pending, there shall be no lockout or strikes.

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

**Section 5. Conclusiveness and Enforcement.** The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final and binding and conclusive upon all parties (the Union, the Quad City Builders Association, Inc., and employees and all claiming thereunder) shall be the method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance. If either party refuses to abide by the findings of the arbitrator, that involves a monetary settlement, they shall be required to escrow the amount of the findings until final settlement.

**ARTICLE 23  
LEGAL CONFORMITY**

**Section 1.** Should any part of or any provisions herein contained be rendered or declared invalid by any reason of any existing or subsequently enacted legislation, or by any decree or order of a court or board of competent jurisdiction, such invalidation of such part or portion of Agreement shall not invalidate the remaining portion hereof; provided, however, upon such invalidation, the parties signatory hereto agree to immediately meet to renegotiate an article or provisions which will meet the objections to this invalidity, and which will be in accord with the intent and purpose of the article or provision in question.

The remaining articles or provisions shall remain in full force and effect.

**Section 2.** In the event that Union and Management reach an impasse over renegotiating a section of this agreement which has been viewed as illegal, the impasse is to be resolved in line with the formal grievance procedure adopted in Article 22, Adjustment of Disputes.

**ARTICLE 24  
SUB-CONTRACTOR CLAUSE**

**Section 1.** The Contractor shall not sub-contract or sub-let out any bargaining unit work over which it has control at any site of construction, alteration, painting or repair of a building, structure or other work except where the work will be performed by a sub-contractor who is bound by, or is willing to be bound by, the provisions of this agreement or by the provisions of any other agreement such sub-contractor may negotiate with the union provided the Contractor shall not be responsible for work assignments of its sub-contractors. This paragraph shall not apply to work originally contracted by an owner to other than the Contractor.

**Section 2.** When Federal, or State regulations, or other conditions require an employer to utilize sub-contractors of a specific type, this Article may be modified to meet such requirements, upon agreement between the Union Business Manager and the employer.

**ARTICLE 25  
INTOXICANTS AND DRUGS**

**Section 1.** The possession, sale, or use of alcohol or non-prescription drugs on the Employer's property, site of construction, or during working hours regardless of the location shall be grounds for termination. Any employee who reports for 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 currently valid prescription endorsed by a qualified physician for use by named employee in question.

**Section 2.** It shall not be deemed a violation of this agreement for employees to refuse to work under supervision who obviously are under the influence of alcohol or non-prescription drugs.

**Section 3.** Employee will be paid all his wages on the regular payday if terminated because of this article.

**Section 4.** Absenteeism without cause shall be sufficient cause for dismissal.

**Section 5.** The Employer and Union shall be free to jointly establish a drug and alcohol-testing program for all employees covered by this Agreement. All bargaining unit members covered under this Agreement shall agree to participate in any drug and alcohol testing program established, that conforms to state and federal regulations.

**ARTICLE 26  
PRE-JOB CONFERENCE**

**Section 1.** A pre-job conference shall be held at least 48 hours prior to the start of a job, if requested by the Union.

**Section 2.** Should the Employer evade a pre-job conference this Employer will automatically forfeit his right to the grievance and arbitration procedures as outlined in this agreement.

**ARTICLE 27  
CHIMNEY AND STACK AGREEMENTS**

**Section 1.** It is mutually agreed that the parties signatory to this agreement do hereby mutually subscribe to the "Stack Agreement" covering the erection, alteration, repair and demolition of structurally independent reinforced concrete and masonry chimneys.

**Section 2.** In the above instances, it shall be the duty of the contractor to notify the regional offices of the Laborers' International Union of North America, under whose jurisdiction the work is to be performed, when they are low bidder on a "Chimney Job" for purpose of holding a pre-job conference covering that particular job. The Contractor involved shall notify Mr. Edward Smith, Regional Manager, Laborers' International Union of North America, Midwest Regional Office, 1 North Old State Capitol Plaza, Suite 525, Springfield, Illinois 62701 (Phone: 217-522-3381). This article does not apply to residential type chimneys.

**ARTICLE 28  
COVERAGE**

**Section 1.** The parties hereto agree that this contract is intended to cover all matters of wages, hours and other conditions of employment, including insurance benefits, welfare, pension, annuity, Laborers Employers Cooperation Education Trust, vacation and training funds or similar or related subjects, and that during the balance of the term of this agreement, the Contractor will not be required to negotiate on any further matters, affecting these or any other subjects not specifically set forth in this agreement.

**ARTICLE 29  
SPECIAL PROJECT AGREEMENT**

**Section 1.** The Business Manager, with the approval of the NCILDC Business Manager, shall have the authority to make contract adjustments during the term of this agreement. Any such adjustments or modifications shall be granted on a project by project basis only. The Union shall immediately forward a copy of any contract or project agreement that are written modifying this agreement to the Quad Cities Builders Association.

**Section 2.** When adjustments are granted by the Business Manager, the following procedure shall be strictly adhered to:

**Step 1.** The Employer signatory to this agreement may request contract adjustments for a specific project. Such a request shall be directed to the appropriate Business Manager who may as appropriate grant adjustments and modifications necessary to assure continuous work opportunities for employees.

**Step 2.** Once a Business Manager(s) agrees to contract adjustments the Employer shall be immediately notified. Any adjustments which are granted must be transmitted to the Employer no later than two (2) working days prior to the bid opening. However as noted above, they must be confirmed in writing as soon as possible.

**Step 3.** Any adjustments or modifications granted for a specific project shall be available to all signatory Employers interested in the project. The Union shall also immediately notify the Association. Notification of the Association shall be confirmed in writing as soon as possible.

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

### **ARTICLE 30 ASSIGNMENT OF WORK**

**Section 1.** The Laborers shall perform all work assigned to them by their employer.

### **ARTICLE 31 LABORERS' ID CARDS**

**Section 1. ID Cards:** The Union and the Employer shall be free to establish an ID Card Program for the purposes of readily identifying all employees and establishment of their qualifications. Both parties shall be free to establish an agreement on any and all criteria that may be contained in the ID Card Program and also to establish all components of a functional system. Nothing in this Agreement will prevent either or both parties from contracting with a third party for implementation of the aforementioned ID Card Program. This program shall be implemented prior to the completion of the first year of this Agreement.

**ARTICLE 32  
DURATION AND TERMINATION**

**Section 1.** This agreement shall be in force and effect from May 1, 2001 through April 30, 2004 and shall renew from year to year, unless either party serves written notice upon the other of intent to modify or terminate the agreement not less than **sixty (60) days** prior to any expiration date. Upon service of notice of termination or modification the parties shall promptly commence negotiations for the purpose of reaching a new or modified agreement.

**Section 2.** The undersigned employer hereby becomes a signatory employer to this agreement between the Quad-City Builders' Association, Inc. and Laborers' International Union of North America, Local Union No. 309, AFL-CIO, for building construction work only. This agreement does not apply to heavy and highway or utility work.

**Section 3.** The undersigned employer signatory hereto who is not a member of the said Association agrees to be bound by any amendments, extensions or changes in this agreement agreed to between the Union and the Association, and further agrees to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and Association unless ninety (90) days prior to the expiration of this or any subsequent agreement said non-member employer notifies the Union in writing that it revokes such authorization. Further, said non-member employer agrees that notice served by the Union upon said Association and Mediation Services for reopening, termination or commencement of negotiations shall constitute notice upon and covering the non-member employer signatory hereto.



**ADDENDUM I**

**WAGES, FRINGE CONTRIBUTIONS AND DEDUCTIONS**

**Effective May 1, 2001**

The wages, fringe contributions and deductions for **BUILDING CONSTRUCTION** shall be as described below:

LOCAL UNION NO. 309

COUNTIES: Rock Island, Mercer in Illinois and Scott County, Iowa

<b>BASIC LABOR RATE</b>	<b>\$19.10</b>
<b>CLASSIFICATION 2</b>	<b>\$20.60</b>
<b>CLASSIFICATION 3</b>	<b>\$21.25</b>
<b>FRINGE CONTRIBUTIONS</b>	
<b>PENSION FUND</b>	<b>\$ 2.25</b>
<b>WELFARE FUND</b>	<b>\$ 2.96</b>
<b>TRAINING FUND</b>	<b>\$ .30</b>
<b>ANNUITY FUND</b>	<b>\$ 1.00</b>
<b>NCILDC - LECET</b>	<b>\$ .69</b>
<b>QCCIAT FUND</b>	<b>\$ .16</b>
<b>TOTAL PACKAGE</b>	
<b>BASIC LABOR RATE</b>	<b>\$26.46</b>
<b>CLASSIFICATION 2</b>	<b>\$27.96</b>
<b>CLASSIFICATION 3</b>	<b>\$28.61</b>
<b>TOTAL PACKAGE – FRINGE BENEFITS</b>	<b>\$7.36</b>
<b>DEDUCTIONS</b>	
<b>DUES CHECK-OFF*</b>	<b>4%</b>
<b>VACATION FUND</b>	<b>\$ .75</b>

\* Dues Check-Off calculated as a percentage of gross wages

**Effective: May 1, 2002 a \$1.25 per hour increase**

**May 1, 2003 a \$1.25 per hour increase**

These increases shall be added to wages, fringe benefits and/or programs as determined by the Union, subject to the following mandatory Journeyman Continued Education.

**Journeyman Continuing Education:** A Laborer Journeyman shall have the opportunity to receive continuing education throughout the term of this Agreement. In the event that an individual Journeyman fails to complete sixteen (16) hours of approved, continuing education within the current year, he or she will forfeit \$.35 per hour pay for the following year.

The Union shall compile and maintain a database with all relevant and current detail for the Journeyman Continuing Education Program. This information shall be available for signatory contractors by phone or FAX machine for immediate verification.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures which officially binds said parties under the provisions of this agreement.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

QUAD CITY BUILDERS ASSOCIATION, INC.



7/19/01

Steven P. Tondi, Executive Vice President

Date

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

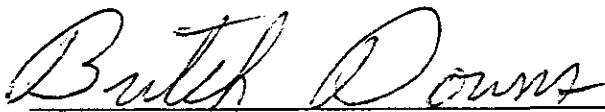
LABORERS' LOCAL UNION NO. 309



7-17-01

Dan Adams, Business Manager

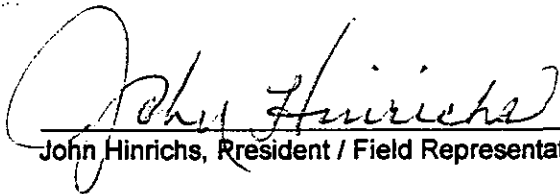
Date



7-18-01

Butch Downs, Secretary-Treasurer / Field Representative

Date

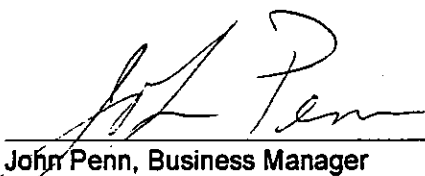


7-17-01

John Hinrichs, Resident / Field Representative

Date

NORTH CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL



7-17-01

John Penn, Business Manager

Date

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BNA, Inc.

# Daily Labor

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**REPORT**


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## News

### Construction

#### Quad Cities Trades Approve Contracts Containing Increases Tied to Training

Three craft unions and the Quad City Builders in Rock Island, Ill., have negotiated new labor agreements over the past few weeks covering about 2,000 trades workers altogether. The agreements all contain wage and benefit increases contingent on the workers meeting training goals carried over from their previous agreements, according to union and association representatives.

Steve Tondi, executive vice president of the Quad City Builders, May 7 said three of the four, three-year contracts approved by locals of the Laborers International Union, Operative Plasterers and Cement Masons, and the Bridge, Structural and Ornamental Iron Workers contain wage incentives for training.

The United Brotherhood of Carpenters locals decided not to continue the training incentive program, settling on a one-year contract providing a combined wage and benefit increase of \$1.05 per hour.

Unions have a variety of options from which to choose in meeting the training requirements, Tondi said. They may include programs provided by joint apprenticeship plans, local training suppliers or college courses. "We're pretty flexible," he said.

All four agreements took effect May 1.

#### Laborers Get up to \$3.55 Over Three Years

Laborers Local 309 would receive \$1.05 per hour in wage and benefit increases in the first year and a minimum of 90 cents in the second and third contract years. Those second- and third-year figures would increase 35 cents to \$1.25 for local members who complete a minimum of 16 hours of training during the previous year. The training must be in a jointly approved program administered by the apprenticeship program or a local construction training program acceptable to the union and contractor association.

Dan Adams, business manager for Local 309, said he expects the agreement to be ratified the evening of May 8 by the 600 laborers it covers. Distribution of the first-year increase would be 40 cents to wages, 48 cents to the health and welfare fund, five cents to training, and 12 cents to the Laborers' and Employers' Cooperation and Education Trust.

New rates under the contract would be \$19.20 in wages for a Class I laborer, \$20.60 for a Class II foreman and asbestos specialist, and \$21.25 for a Class III concrete specialist, along with a \$2.96 contribution to the health and welfare fund, \$2.25 to the pension fund, 30 cents to apprentice training, and 69 cents to LECET.

K8045

Distribution between wages and benefits in the second- and third-year increases has not been determined.

Barry Pence, business manager for Carpenters Locals 4 and 166, said the one-year agreement, ratified April 16, covers about 650 carpenters in six area counties. Union members elected to take 70 cents of the increase in wages, raising the journeyman rate to \$22.64 per hour, and 35 cents to the health and welfare fund, now \$4.30. Continued unchanged are employer payments of \$1.90 to the pension fund, 10 cents to a supplemental pension fund, \$1.50 to an annuity, 57 cents to training, four cents to a labor and management fund, 12 cents to an industry promotion fund, and four cents to the international union.

Pence said the union was looking for a contract that did not tie wage increases to training. The training quota was hard to meet and created a two-tier wage system that "we did not want to see," Pence said. Under the previous agreement, the union was able to meet a requirement that 65 percent of the membership attend at least 20 hours of training in the second year of the expired contract, but was unable to meet a 55 percent requirement last year to receive what he said amounted to "a merit increase."

Nationally, Pence said the Carpenters have made a strong commitment to training that is supported in his local unions. When training is mandatory and tied to wage increases, Pence said, members resist. During the coming year, he said the union will keep a record on the extent to which members voluntarily attend training "to show how marketable we are in next year's bargaining."

#### Language Change

One important language change made in the new agreement, Pence said, was the restoration of pension fund payments for first- and second-year apprentices.

Iron Workers 111, representing 250 tradesmen in eight Illinois counties and eight counties in Iowa, ratified a three-year agreement April 30, providing a first-year wage and benefit increase of \$1.35 and second- and third-year increases of \$1.25, of which 25 cents is a training incentive payment. For bargaining unit members to receive the training incentive payment, at least 75 percent of local members must attend no less than 12 hours of training in the preceding year for all local members to qualify for the incentive payment provided the members have worked at least 1,000 hours in the previous year, according to Rich Welch, business manager for the local.

Of the first-year increase, the union allocated 55 cents to wages, 25 cents to the health and welfare fund, 50 cents to the pension fund, and five cents to apprentice training. On May 1, the following wage and benefit rates took effect: \$21.58 journeyman wage, \$4.34 to the health and welfare plan, \$3.86 to the defined benefit pension plan, \$3.43 annuity, six cents to the industry promotion fund, 39 cents to the apprentice train-

ing fund, and four cents to a labor and management

fund.

Distribution of increases in subsequent years between wages and benefits has not been determined.

Cement Masons Local 18 (Area 544) approved a three-year contract April 30, providing an increase of \$1.05 per hour in the first year and increases of \$1.10 in the second and third years if they qualify for the 55-cent training bonus in each year.


Mike Simpson, business manager for Local 18, said union members allocated 52 cents of

the first-year increase to wages, 48 cents to the health and welfare fund, and 5 cents to dues check-off. New rates effective May 1 are \$21.58 journeyman wage, \$2.96 health to welfare, \$4 to the pension fund, 10 cents to training, and 16 cents to a labor and management fund.

Distribution of the second- and third-year increases between wages and benefits has not been determined.

The training incentive program for Local 18 is on a local basis, Simpson said. To qualify for the training incentive next year, at least 60 percent of members must attend at least 16 hours of training this year. The percentage rises to 70 percent in the second year and 80 percent in the third year.

Among language changes was the addition of a 90-minute window in which employers may schedule a half-hour lunch break. Union members also were given the option of starting an annuity plan under the new contract.

Local 18's agreement covers about 130 cement finishers, according to Simpson. 

*By Brian Lockett*

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