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Title: **Associated General Contractors of Illinois, Egyptian Contractors Association, Inc., Wabash Valley Contractors Association (Highway/Heavy Utility Construction) and Southern & Central Illinois Laborers District Council (2003)**

K#: **8067**

Employer Name: **Associated General Contractors of Illinois, Egyptian Contractors Association, Inc., Wabash Valley Contractors Association**

Location: **IL**

Union: **Southern & Central Illinois Laborers' District Council**

Local:

SIC: **1611**

NAICS: **23731**

Sector: **P**

Number of Workers: **1200**

Effective Date: **04/01/03**

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AGREEMENT BETWEEN

K 8067
1,200 workers
48 pgs.

THE ASSOCIATED GENERAL
CONTRACTORS OF ILLINOIS

EGYPTIAN CONTRACTORS
ASSOCIATION, INC.

WABASH VALLEY CONTRACTORS
ASSOCIATION

AND

SOUTHERN AND CENTRAL ILLINOIS
LABORERS' DISTRICT COUNCIL

COVERING
HIGHWAY/HEAVY UTILITY
CONSTRUCTION

IN
HIGHWAY DISTRICT #7 AND #9



APRIL 1
2003



MARCH 31
2008

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 April 1, 2003 through March 31, 2008

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**PERIODS COVERED
APRIL 1, 2003 THROUGH MARCH 31, 2003
HIGHWAY/HEAVY AND UTILITY
CONSTRUCTION WORK
HIGHWAY DISTRICTS #7 & #9
STATE OF ILLINOIS**

THIS MEMORANDUM OF AGREEMENT, made and entered into by the **Associated General Contractors of Illinois (AGCI)**, **Egyptian Contractors Association, Inc. (ECA)**, and **Wabash Valley Contractors Association (WVCA)** on the behalf of contractors who have so authorized them, and any other Employer who becomes signatory to this Agreement, hereinafter called the Employer, party of the first part, and the Southern and Central Illinois Laborers' District Council, and its affiliated Local Unions affiliated with the Laborers' International Union of North America, AFL-CIO, having jurisdiction in the counties enumerated in Article 4, hereinafter called the Union, Laborers' or the Organization, party of the second part.

It is agreed that the liability of the Employers who accept, adopt, or sign this Agreement, or a facsimile thereof, shall be several, and not joint, and the liability of the Laborers' Local Union, who accept, adopt or sign this Agreement or a facsimile thereof, shall be several and not joint.

ARTICLE I DECLARATION OF PRINCIPLES

All parties to this Agreement believe that a uniform Agreement, if adopted by all Employers and all Union(s), would further the interests of the construction industry, and further believe that such a uniform Agreement should contain the following eight principles:

1. That there shall be no limitation as to the amount of work a man shall perform during his working day.
2. That there shall be no restrictions on the use of equipment, tools or appliances.
3. That there shall be no restrictions of the use of any raw or manufactured materials, except prison made.
4. That no person shall have the right to interfere with workmen so as to impede the progress of work, during working hours.
5. That the foreman shall be the agent of the Employer.
6. That workmen are at liberty to work for whomsoever they see fit, but that they shall demand and receive the wage agreed upon as hereinafter set out.
7. That the Employers are at liberty to discharge, for just cause, whosoever, they see fit.
8. That in order to give the public the lowest possible construction cost, consistent with fair wages and fair conditions of employment for workers, jobs shall not be created to afford employment.

ARTICLE II UNION SECURITY

All present employees who are or become members of the Union shall remain members as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereinafter, 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 later, as authorized in Section 8 (a) (3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this contract to complete or maintain his membership because of non-payment of dues and fees, the Employer shall within twenty-four (24) hours of such notice discharge said employee. Provided further, that no Employer of the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union or if membership was denied the employee for reasons other than failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership. Recognizing that the Construction Craft Laborer is an apprenticeable craft and that all new members must make application through the apprenticeship program.

ARTICLE III REFERRAL CAUSE

The Union and the Employer recognize that the Union is in a position to aid the Employer in recruiting needed Laborers

who can meet the standards of the trade and who can promote the efficiency and safety of the operations of the Employer, and shall use the facilities of the Union referral office to recruit job applicants exclusively. On all major projects the Contractor and the Union agree there will be a ~~pre-job conference if either party so requests.~~

In order to maintain an efficient system of production in the industry to provide for an orderly procedure of referral of applicants for employment, and to preserve the legitimate interests of Laborers in their employment, the Employer and the Union agree to the following plan of referral of applicants for employment.

1. Employers shall have complete mobility of employees within the jurisdiction of each Local Union, provided they are members of that Local Union, subject to the Union's right to appoint a steward as provided in Article 12.
2. Except for the key men on the project or job which shall be 50% of 4 and any additional number of key men shall be determined in a pre-job conference or an agreement between the Employer and the Business Representative of the Union, the Employer shall notify the Union of its need for other Laborers. At no time shall the number of key men exceed the number of referred Laborers on any project or job. The Employer shall not recruit or hire applicants directly. It is agreed that the Employer shall be free to move key men without restriction to and from Illinois Districts #7 and #9 without restriction as to membership in good standing of one of the Local Unions affiliated with the Southern & Central Illinois Laborers' District Council.

3. Employers may request former Laborers for referral to a job or project, and the Union referral office shall refer said former Laborers 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 within twenty-four (24) months prior to the request.
4. The Employer retains the right to reject any job applicant referred. The Employer shall have the right to determine the qualifications of his Laborers and shall have the right to hire and discharge accordingly. Hiring of Laborers shall be on a non-discriminatory basis, and shall in no way be affected by Union or membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.
5. 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.
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 Union to make proper referral of qualified applicants. All special requests shall be followed up in writing, by facsimile or company form.

7. The Union shall register and refer all applicants for employment covered by this contract on the following basis:

(a) ~~The Union shall require all job applicants who have not previously registered to submit a resume in writing on forms of their experience and qualification, in order to determine their ability and whether they are qualified to perform the requisite work of the Laborers.~~

(b) The Union shall maintain lists which shall contain the names of applicants in the order in which they register for employment. The opportunity for new applicants to make application to the apprenticeship program shall be on a non-discriminatory basis. The hours of registration and the rules of procedure of registration and referral shall be posted where such notices are customarily posted including the office where referral are made.

(c) The Union shall refer applicants in the order of their places on said list and by qualification. Any applicant who is rejected by the Employer to whom he was referred, shall be restored to his place on the list. When any referred applicant is actually employed on a job for more than three (3) days, such referred applicant's name shall be removed from said list until such time as his employment has been terminated at which time his name shall be placed at the bottom of the list. If a registrant, referred for employment in regular order, refuses to accept such referral or employment, his name shall be placed at the bottom of the list.

(d) 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.

(e) The Employer may request Laborers possessing special skills and abilities, in which case the Union shall refer the first applicant on the list who possesses such special skills and abilities. The Employer shall confirm such request in writing to the Union within twenty-four (24) hours following an oral request.

(f) In the event that the referral facilities maintained by the Local Union are unable to fulfill the request of an Employer for qualified Laborers from within that Local Union, the Employer shall request Laborers from the District Council and recall rights of Laborers from other Local Unions within Highway Districts #7 and #9 will be allowed. Employers shall give Local Unions twenty-four (24) hours notice when requesting referrals.

(g) A referred applicant shall be considered a Laborer only after being actually hired by the Employer. In case an Employer finds just cause to discharge a worker who has been employed and whose work has proved unsatisfactory, the Employer must inform such Laborer of the reason for such discharge.

8. In the event that any job applicant shall claim discrimination, he may, within ten (10) days following the occurrence of the event which constitutes the basis for his claim, file with the parties so charged, a written complaint clearly and specifically setting forth the discrimination charged. The other party shall be notified immediately and given a copy of the complaint. A tribunal consisting of a representative of the AGC of Illinois and a representative of the Union and impartial chairman appointed by the Employer and the Union jointly, shall consider the complaint and, within three (3) days, render a decision which shall be final and binding. The tribunal is authorized to make and issue

procedural rules for the conduct of its business, but 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.

- 9. The parties to this contract shall post in places where notices to Laborers and applicants for employment are customarily posted, all provisions of this contract relating to referral procedures and Union security.**

- 10. The Employer shall recognize the Union referral office in the geographical area in which the job or project is located. When a job or project is located within the geographical area of more than one Local Union, the determination of the number of Laborers to be procured through referral from offices of the respective unions, shall be made by agreement of the Business Representatives of the Union and the Employer at a pre-job conference provided that such agreement does not conflict with any state or federal law. In the event that the said parties are unable to reach an agreement on the question, the issue shall be submitted under the Grievance and Arbitration Article of this contract.**

- 11. The Employer shall have and retain the full and unrestricted right to employ or not employ any job applicant procured, recruited or referred by the Union under this Article. Upon request the Employer agrees to mark any rejected job applicant's referral slip "rejected".**

ARTICLE IV TERRITORY COVERED

It is agreed that this contract shall cover all of the following counties in Highway District #7: Fayette, Jefferson, Effingham, Hamilton, Clay, Jasper, Crawford, Lawrence, Wabash, White, Richland, Marion, Wayne and Edwards and the following counties in Highway District #9: Perry, Franklin, Jackson, Williamson, Saline, Gallatin, Union, Johnson, Pope, Hardin, Alexander, Pulaski and Massac at rates set forth in this contract.

ARTICLE V CLASS OF WORK

Section A. It is agreed that this Agreement shall apply to all Laborers on all construction work unless specifically exempted herefrom, and all public construction improvements such as roads, subways, tunnels, sewers, sewer disposal plants, streets, alleys, bridges, culverts, grade separations, subdivisions, airports, canals, levees, pavements, water-mains and purification plants, pipelines with all connections and appurtenances thereto (located on public right-of-ways or easements thereto) locks, dams, golf courses, water towers, mine reclamation, railroads, communication towers and any environmental clean up on all of the above.

Section B. It is further agreed that in addition to ordinary work, Laborers shall control the following classes of work:

1. Dismantling, cleaning, moving and oiling of all concrete forms cutting off concrete pile, and the digging and laying of conduit lines and sewer tile.
2. The stripping and wrecking of all concrete forms shall be performed by historical area practice.

3. All labor work to be done by Laborers on all machines.
4. Setting, lining and leveling of all forms, wood or iron or other material. The laying, assembling of temporary gas, oil and waterlines and dismantling of same and all connections.

5. Laborers shall distribute materials and serve as tenders for masons, plasterers, tuck pointers, cement finishers, carpenters and all of the building and construction crafts.
6. Laying of steel mesh and setting of center steel expansion joints. The Laborers shall handle and carry all reinforcing rods on all work covered by this Agreement in accordance with the Green Book decision dated August 2, 1920, amended December 11, 1942, and the agreement between the Laborers' and Ironworkers International Union covering Southern Illinois dated November 2, 1962. All work on guard rails, temporary or permanent field fence and temporary or permanent chain link fence, delineators, guideposts, right-of-way and section markers, shall be assigned in accordance with the Chicago agreement with the Ironworkers' International Union covering such work dated 1958.
7. The placing of all reinforcement bars, mesh and all other reinforcement material in roads, streets, curbs, slope walls, driveways and alleys.
8. Blocking up and striking off of concrete and all mechanical strike-off.
9. All work of drill running and blasting, including running of wagon drills, mechanical pin pullers and small trenching machines with plow handles, walk behind or remote control, rollers, tampers and compactors.

10. Signal men in all construction work defined herein, including watchmen. The wage scale as set forth on this Article does not apply to watchmen. The wage scale for watchmen will be determined at the pre-job conference.
11. Dirt spotters and all work related to grade checking.
12. Laying, joining and pointing of all sewer tile and lines.
13. Manning and servicing all vibrators.
14. Destruction of all brush and trees by use of fans, curtains, chipping machines, accelerants, trimmers and stackers.
15. Handling, distributing and laying of all gas, oil and watermains.
16. Handling and firing of tar kettles.
17. All common labor and semi-skilled labor pertaining to asphalt, other than Operating Engineers, shall come under the jurisdiction of the Laborers.
18. All flagmen, salamander tenders and sprinklers, water boys and men filling and distributing lights and lanterns, propane heaters and equipment related to heating and curing.
19. All types of gasoline buggies, power saws, concrete and asphalt saws, chain saws, gravel box men, chip spreaders and tending mechanical heaters and mechanical form tampers and hydro-platforms.
20. Wrecking and dismantling of temporary road bridges.

21. All Laborers' work on precast and prestressed concrete including drilling and grouting.
22. All Laborers' work in connection with the distribution of all materials on the job site. The required removal of all form ties shall be the work of the Laborers.
23. The Laborers shall do all work necessary to properly service the cement finisher; the driving of all stakes; the carrying of all forms or screeds; including steel curb and gutter for sidewalk screeds to the point of installation.
24. All labor work in connection with the handling, erection and dismantling of all temporary cement and asphalt plant, rock, gravel, sand and other material bins, batch hoppers, weighmen, ticket writing except when such work is performed by a clerical employee, dumpers, level men, hooking, flagging and signaling on all machinery and other equipment on all work covered under the jurisdiction of this Agreement.
25. The cutting and burning of all scrap and the use of all cutting torches and other cutting equipment used to perform the work covered under the jurisdiction of this Agreement.
26. The applying and preparation of mastics or other material, by any mode or method, for any purpose, to all concrete.
27. The unloading or handling of precast prestressed concrete to a stockpile will be the work of the Laborer. Where power is used, the tying on of precast or prestresses concrete, preparatory to the final installation, will be the work of the Laborer.

28. The handling of all tarpaulins and the locking of divider boards in multi-batch trucks.
29. Railroad track work, right-of-way clearance, excavation, grading, sub-grading, blasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties at point of installation. All burning or otherwise cutting of track. Setting of ties, placing, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means.
30. Construction and/or relocations of mainlines, shoe flies, siding, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.
31. All work connected and related to the installation of embedded reflectors in new and existing highways.
32. Environmental work: On project designated in bid document all work connected and related to; asbestos abatement and removal, hazardous and toxic waste clean up and removal; lead base paint abatement and removal.
33. All work connected with landscaping.
34. Laborers shall perform all the following: demolition work, hand placement of riprap, sign installation and supports, hand shoveling, raking, hand roller operator, vibrator, tampers, hand blades, cutting torches, fire watch, welding, pressure washing, air track operator and drill man, pumpcrete assembly man, core driller operator, eye levels, laser beam alignment, hydro

seed man, grade checking, batch truck dumping, sand blasting, asphalt sealing, straw blowing, laying, handling, distributing and assembling of all; temporary and permanent drains, culverts and pipes, pipe grade man, manhole erectors, the handling, distributing and assembling of all; temporary and permanent sewer and water lines, dynamite and powder man, all deck hands on boats and barges.

35. Certain Laborers shall be classified as "Concrete Specialists", the Concrete Specialists shall perform all work assigned them relating to but not limited to: the pouring, striking off, finishing of all concrete surfaces, also concrete rubbing, edging, forming up, driving stakes, bull floats, etc.

Concrete Specialists shall have mobility to move throughout the geographical area of District #7 and #9 provided this movement is restricted to the work of the Concrete Specialist.

Concrete Specialists agree to furnish their own small hand tools, such as float and trowel and the Contractor agrees to furnish any large tools and special edgers required, also rubbing stones with handles, brushes, buckets and cork floats or rubber floats and respirators according to state and federal law.

Section C. This Agreement covers the contractor's operations on the job site and the contractor's operations of a temporary nature in specific support of the job site project, not to include permanent facilities nor the contractor's home office facilities of whatever nature, and shall not include professional engineers, engineering or clerical employees, guards, timekeepers, parts men, scale men (where clerical work is required in conjunction with the

operation of the scales), superintendents, assistant superintendents or any supervisors in charge of any class of labor. None of the employees exempted in this paragraph shall be required to be members of any union nor shall they perform any Laborers work.

Section D. Should there be any tunnel work requiring caissons or if men required to work under compressed air conditions, then all classification of work, and all wage scales covered by the Chicago Agreement shall apply.

Section E. Flexible Work Assignments. Whenever the Employer deems it required by circumstances on a particular job or project, and that consultation and concurrent with the District Council Business Manager, Laborers shall perform all work as may be assigned by the Employer.

ARTICLE VI MANAGEMENT RIGHTS

Section A. It is understood and agreed that the direction of the working forces and the right to hire, discharge for just cause, suspend, transfer, lay off, promote, demote or relieve employees of their duty shall be vested exclusively in the Employer.

Section B. The Employer shall have the right to determine the number of Laborers any certain operation or portion of work shall require.

ARTICLE VII WAGES

Section A. It is understood and agreed that the hourly rate of pay shall be as set forth in Addendum A.

The Concrete Specialists shall receive the combined total of wages and fringe benefits contained in the current Agreement between Wabash Valley Contractors Association, Associated General Contractors of Illinois, and the Operative Plasters and Cement Masons International Association, covering Highway, Heavy and Utility Construction in Illinois Highway District #7, for the Cement Masons Local Union where the work is being performed or in Illinois Highway District #9, the current Agreement between Egyptian Contractors Association and Operative Plasters and Cement Masons International Association, covering Highway/Heavy Construction.

Where the Employer elects to designate a Laborer Foreman, he shall receive forty-five cents (.45) per hour above the Laborers' wage rate.

Where the Employer elects to designate a Laborer General Foreman, he shall receive one dollar (1.00) per hour above the Laborers' wage rate.

Premium pay for hightime on slip-form work on chimneys or stacks, silos, and storage elevators will begin with a free fall of twenty-five (25) feet and shall be twenty-five cents (.25) per hour above basic rate of pay from twenty-five (25) feet to fifty (50) feet free fall and above fifty (50) feet free fall rate of pay shall increase twenty-five cents (.25) for each twenty-five feet of free fall additional.

Section B. Central Laborers' Pension Fund. All Employers party of this Agreement agree to contribute to the Central Laborers' Pension Fund for each hour covered employees receive pay, a sum per hour as set forth in Addendum A to this Agreement.

Section C. Southern Illinois Laborers' & Employers' Health

& Welfare Fund. All Employers party to this Agreement agree to contribute to the Southern Illinois Laborers' & Employer's Health & Welfare Fund for each hour covered employees receive pay, a sum per hour as set forth in Addendum A to this Agreement.

Section D. Southern Illinois Laborers' & Employers' Annuity Fund. All Employers party to this Agreement agree to contribute to the Southern Illinois Laborers' & Employers' Annuity Fund for each hour covered employees receive pay, a sum per hour as set forth in Addendum A to this Agreement.

Section E. Illinois Laborers' & Contractors' Joint Apprenticeship and Training Trust Fund. All Employers party to this Agreement agree to contribute to the Illinois Laborers' & Contractors' Training Trust Fund for each hour covered employees receive pay, a sum per hour as set forth in Addendum A to this Agreement.

Section F. Laborers' and Employers' Cooperation and Education Trust Fund (LECET). All Employers party to this Agreement agree to contribute to the Laborers' and Employers' Cooperation and Education Trust Fund (LECET), for each hour covered employees shall receive pay a sum per hour as set forth in Addendum A.

Section G. Working Dues Check-off. Upon receipt of a properly signed working dues check-off authorization form, each Employer shall deduct from the above wage rates and pay over to the Union a sum per hour for each hour for which wages are paid as set forth in Addendum A.

The Union shall indemnify each Employer against liability in the event that it is determined in any board, court or tribunal of competent jurisdiction that such deductions and

Payments are improperly or illegally made. Local Unions will maintain current dues check-off authorization forms for each person referred to the Employer. Signatory contractors are entitled to view check-off authorization forms of workers they hire or can request copies of the same by mail.

Section H. Egyptian Builders and Organized Labor Together (E-BOLT). Developed through the cooperative effort of both Labor and Management, the Egyptian Builders and Organized Labor Together (E-BOLT) Substance Abuse Screening Trust Fund is firmly committed to the safe and efficient performance of work in the building and construction trades. Employers shall remit the contribution per hour, as listed in Addendum A, for each hour worked for bargaining unit employees. If a signatory Employer elects to include non-bargaining unit employees in the program, they may do so at the rate of \$50.00 per drug screen, or as may be changed from time to time by E-BOLT Trustees.

Section I. Vacation Fund. By signing this Agreement the Employer agrees to an after-tax deduction as listed in Addendum A for each hour worked with overtime hours included at the straight time rate to be paid to the Vacation Fund.

Section J. Voluntary Contributions to Laborers' Political League. For work that is performed within the boundaries of Highway District #7 and #9, the Employer shall, upon written receipt of a proper assignment executed by an employee, deduct the amount as listed in Addendum A for a voluntary contribution to the Laborers' Political League. This authorization shall be irrevocable for a period of one (1) year, or until the termination of the collective bargaining agreement in existence between the Employer and the Southern & Central Illinois Laborers' District Council and/or

its affiliated Local Unions, whichever occurs sooner; this authorization shall automatically be renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Southern & Central Illinois Laborers' District Council and/or its affiliated Local Unions, whichever shall be shorter unless written notice is given by the employee to the Southern & Central Illinois Laborers' District Council and the Employer not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Employer and the Southern & Central Illinois Laborers' District Council and/or its affiliated Local Unions, whichever comes sooner. The Employee shall remit the amount so deducted monthly together with a list showing the names of the Laborers from whose pay deductions were made and the amount deducted.

Section K. Highway District #9 - Industry Advancement Foundation, Egyptian Contractors Association, Inc. In addition to the per hour rate, the Employer shall contribute ten cents (.10) per hour worked by each employee covered by this Agreement, for work performed within the boundaries of Highway District #9, to the Industry Advancement Foundation of the Egyptian Contractors Association, Inc.

Section L. Trust Agreement. The Employers and Union hereby agree to be parties to and to adopt and be bound by the terms and provisions of the Agreement and Declarations of Trust establishing Central Laborers' Pension Fund Southern Illinois Laborers' & Employers' Health & Welfare Fund, Southern Illinois Laborers' & Employers' Annuity Fund, Illinois Laborers' & Contractors Training Trust Fund Vacation Fund and Egyptian Builders and Organized Laborers Together (E-BOLT) Substance Abuse Screening Trust

Fund. All contributions as set forth in Addendum A shall be made in accordance with the provisions of the applicable Trust Agreement, which shall provide for joint administration of said Funds by an equal number of employee or Employer Trustees. All provisions of said Trust Agreements shall meet all the requirements of Section 302 of the Labor Management Relations Act of 1947, as amended, and any other applicable laws.

The Trustees of the said Funds shall, among other things, have the authority to determine the type and amounts of benefits to be provided, and the rules and regulation governing entitlements to such benefits, provided, however, that the benefit plans to be established shall conform at all times to the applicable requirements of the Internal Revenue Service so as to insure the tax exempt status of the said Funds and the right of contributing Employers to treat the contributions to the Pension Fund as deductions for income tax purposes.

The failure of the Employer to contribute to the said Funds, as provided for herein, for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages.

Section M. Notwithstanding any other provision in this Agreement, the Union may strike any Employer for refusal to pay wages and make contributions required herein after giving 48 hours notice to said Employer.

Section N. Construction Craft Laborer Apprentice. The term of apprenticeship shall be approximately three (3) years and (2400/6000 hours) of on the job diversified work and training, excluding time spent in related instruction unless credit is granted by the Joint Apprenticeship Training Committee. The schedule that follows provides for three (3)

equal periods of 800/2000 hours of work and training each:

First year	75% of the journeyworker rate including full fringe benefits
Second year	85% of the journeyworker rate including full fringe benefits
Third year	95% of the journeyworker rate including full fringe benefits
Fourth year	Journeyworker rate

Employers will be notified of the correct percentage of journeyworker rate for each apprentice by the Fund Administrator.

Ratio and Supervisor.

- a. One (1) journeyworker to one (1) apprentice on a two (2) worker job.
- b. One (1) apprentice to first five (5) journeyworkers;
- c. Two (2) apprentices to 10 (10) journeyworkers;
- d. Three (3) apprentices to fifteen (15) journeyworkers;
- e. Four (4) apprentices to twenty-five (25) journeyworkers;
- f. Five (5) apprentices to thirty-five (35) journeyworkers;
- g. Six (6) apprentices to fifty-five (55) journeyworkers;
- h. One (1) apprentice to twenty (20) journeyworkers thereafter.

Apprentices shall work under the supervision of competent and qualified journeyworkers 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.

Section O. Changes. All wages and contributions shall be uniform for all Local Unions covered by this Agreement. Should the Union desire to distribute any part of the

negotiated wage increase to the negotiated funds in different amounts than specified in Wage Addendum A, it may do so upon sixty (60) days written notice, prior to the effective date of the increase of April 1, 2004, April 1, 2005, April 1, 2006, and April 1, 2007 provided that under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. All such requested changes shall be accompanied by appropriate justification and shall be subject to agreement by the Employer Associations. Upon agreement being reached, an Addendum as well as Illinois Wage Forms shall be jointly signed and executed by the parties.

ARTICLE VIII IN CASE OF DIFFERENT SCALES

The party of the second part agrees that they shall use all honorable and peaceful means to see that all work is done at the scale of wages not less than those set forth in this Memorandum of Agreement.

ARTICLE IX NOTIFICATION OF NO WORK, INCLEMENT WEATHER OR EQUIPMENT BREAKDOWN

Section A. Notification of No Work. The foreman or his authorized representative shall notify the steward thirty (30) minutes before quitting time when there will be no work on the following day or shift. Men ordered out at the commencement of the day or shift shall receive two (2) hours pay. Men ordered out and put to work shall receive four (4) hours pay. If for any reason men are ordered to report at noon or the middle of the shift they shall receive four (4) hours pay.

Section B. Inclement Weather or Equipment Breakdown. If the services of a Laborer are not required due to inclement

weather or equipment breakdown, the Employer shall notify the Laborers one (1) hour before starting time and if not notified one (1) hour before starting time, the employee shall receive two (2) hours pay for reporting. The Employer must notify the Local Union or Steward if there shall be no work due to weather conditions. Whenever weather conditions are unfavorable, employees who have no telephone shall ascertain for themselves whether there will be work by contacting the Local Union. The Employer shall have no obligation to pay reporting time to those employees whom the Employer cannot, by diligent effort, contact to notify them that there will be no work because of weather conditions or equipment breakdown. If work is weathered out or equipment breakdown after work has started but before two (2) hours have been worked, two (2) hours will be paid. If the men are provided with proper rain gear and are unable to work after the aforementioned two (2) hours because of conditions due to weather, they shall be paid for actual time worked over two (2) hours. The Employer may hold the men on the job but shall not require them to perform any work in inclement weather unless provided proper protection. The reporting time for Saturdays, Sundays and holidays shall be as stated above. However, in the event inclement weather or equipment breakdown causes stoppage of work on those days, Laborers will be paid for time actually worked, but in no event less than two (2) hours at the rate applicable for that day.

Ten Hour Day Schedule. In the event inclement weather or equipment breakdown causes stoppage of work in this schedule, Laborers will be paid for time actually worked, but in no event less than two (2) hours. Laborers would be required to stay on the job for the time they are being paid or at their request be allowed to leave and be paid for actual hours worked.

ARTICLE X WORK HOURS AND OVERTIME

Section A. Eight Hour Schedule. A maximum of eight (8) hours shall constitute a day's work and same shall be between the hours of seven (7:00) a.m. and five (5:00) p.m., excepting work that must be performed according to specifications; all work necessary previous to or after starting of major crew or machinery, to be performed at the regular rate. Agreements may be made between the Employer and Business Manager of the Local in whose jurisdiction the work is being performed regarding the starting and quitting time. *Notwithstanding the above, all work done over eight (8) consecutive hours in any one day, lunch excepted, shall be paid at the rate of one and one-half (1½) times the basic rate of pay. Monday through Friday shall constitute one week's work and shall be so recognized.*

Section B. Laborers' ordered out to work on Saturday shall be scheduled for a minimum of four (4) hours, and receive a minimum of four (4) hours pay except as provided in Article 9. When Laborers work beyond four (4) hours they shall be paid for actual hours worked.

Section C. Laborers lunch period shall be a thirty (30) minutes period between the hours of 11:00 a.m. and 1:00 p.m. and once a lunch period had been established it may not be changed except by mutual agreement. Any Laborer who works through any part of said lunch period shall be paid at the rate of time and one-half (1½) for such period.

Section D. Ten Hour Day Schedule. Where not prohibited by law, and upon forty-eight (48) hour 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 (1½) 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. In the event inclement weather or equipment breakdown causes a loss of time during these five (5) days, Friday may be used to make up the remaining hours needed to complete a forty (40) hour work week, however, no employee required to work Friday shall be scheduled to work less than an eight (8) hour shift, with all hours in excess of forty (40) for the work week being paid at the applicable overtime rate.

The Employer agrees that when using this option it shall be for the duration of the job or until the Employer notifies the Business Manager one (1) week in advance that the Employer elects to return to a five (5) day, eight (8) hour schedule for the duration of the job, and cannot be changed again unless mutually agreed upon by the Business Manager and the Employer.

Section E. Double time shall be paid for work done on Sunday or the holidays as specified in Article 11.

Section F. Laborers employed in the removal of hazardous and toxic waste, asbestos abatement and removal, and lead base paint abatement and removal shall receive a minimum paid break of thirty (30) minutes during each four (4) hour period.

Section G. The Employer may, at his discretion, cause work on any project to be done in two or more shifts, however, when shift work is commenced it must be carried on for two (2) or more days.

Section H. When working two (2) or more shifts, the working day shall be seven and one-half (7½) hours each, and

the Laborers shall work seven and one-half (7½) hours and receive eight (8) hours pay at the basic rate of pay.

Section 1, 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 per hour over the base rate of pay 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 Employer.

ARTICLE XI HOLIDAYS

Holidays recognized under this Agreement are Sundays, New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day. A holiday shall be from midnight to midnight, unless otherwise agreed by the Business Manager. In case a specified holiday falls on Sunday and is observed on Monday, the pay for such day shall be at the rate of two (2) times the basic rate, if worked. If a holiday falls on a day other than a Sunday, it shall be celebrated on that day. Provided, however, by mutual agreement between the Contractor and the Business Manager of the Local Union, Veteran's Day holiday can be scheduled the day after Thanksgiving.

ARTICLE XII BUSINESS MANAGER & STEWARD

Section A. The Business Manager or his properly identified designee shall have the right to visit all jobs in the performance of his duties to the Union. The Business Manager shall appoint a Steward wherein he/she shall notify the Contractor of this appointment. Such notification shall be in writing.

Section B. Upon appointment, the Steward shall enjoy the right to be the last person laid-off and the first person recalled to work by the Employer, on any given job or project. The Steward shall have the right to be working on the job when Laborers work is being performed if qualified.

Section C. Key men may be used on overtime work but at no time shall the number of key men exceed 50% of four and at no time shall the number of key men exceed the number of referred applicants from the Local Union on any given job or project.

ARTICLE XIII ARBITRATIONS

Section A. There shall be no stoppage of work on account of any difference which might occur between the Employers and the Union.

Section B. Any dispute (other than jurisdictional) which may arise between the parties hereto or between 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:

A joint committee consisting of two (2) appointed by the

AGC of Illinois and two (2) appointed by the Southern & Central Illinois Laborers' District Council shall meet and hear and consider the matter in good faith and to best of their ability attempt to reach a majority decision of the merits of the dispute which decision shall be final and binding. In the event that the Committee failed to reach a majority decision within a brief and reasonable period of time, the AGC of Illinois and the Southern & Central Illinois Laborers' District Council shall petition the Federal Mediation and Conciliation Service to furnish a panel of five (5) from which panel an impartial arbitrator shall be selected to resolve the dispute. The decision of the arbitrator shall be final and binding.

Section C. The arbitrators shall not be empowered to add to, detract from or alter the terms of this contract.

ARTICLE XIV JURISDICTIONAL DISPUTES

The Employer shall assign work on the basis of traditional craft jurisdictional lines. Jurisdictional assignments shall be made on the basis of agreements of record, established trade agreements and prevailing area practices.

All questions, complaints or disputes dealing with craft jurisdiction shall be referred to the Business Representatives of the Unions involved in the jurisdictional dispute and to the Employer's authorized representative, who shall then meet at a location acceptable to all parties. Jurisdictional disputes that cannot be resolved at the local level shall be referred to the International Unions involved for a determination. Pending such determination, the work will continue as assigned by the Employer. Any determination made pursuant to this provision shall be final and binding on the disputing Unions and the involved Employer on this project

only. A signatory contractor shall not be liable for back pay in the event an arbitrator renders a decision awarding the work to a different trade. However, the signatory contractor will be required to adjust the work assignment to comply with the award and will be liable for back pay from the date of the award should it fail to follow the arbitrators decision. Such a determination shall not establish a precedent on other project sites. In resolving such disputes, it will be recognized that the Employer continues to determine crew sizes.

ARTICLE XV PAY DAY

Section A. The Employer shall pay the Laborers every week, the pay day to be chosen by the Employer and shall be within four (4) days from the end of the fiscal week. The pay shall be in cash or check and shall be in full up to the regular quitting time at the end of the fiscal week. The Employer shall furnish all employees with written proof of pay-roll deductions or check stub.

Section B. The Employer shall have the right to make such deductions from the Laborers' salary as required by the state and federal laws or any other legal deductions.

ARTICLE XVI FAILURE TO PAY

Should an Employer fail, refuse or neglect to pay any number of Laborers on the regular pay day, the steward shall make demand upon the Employer for payment, and if the Laborers are not paid within one (1) hour, they shall be paid waiting time, unless, however the delayed payment is a question of dispute, subject to arbitration.

**ARTICLE XVII
REMAINING ON THE JOB**

If the Employer requires Laborers to remain on the job during a stoppage of work, they shall be paid continuous time.

**ARTICLE XVIII
LABORERS DISCHARGED OR LAID OFF**

If a Laborer is discharged or laid off permanently and the Employer does not have facilities at the job site to prepare payroll checks, the Laborers pay check shall be mailed to his home address within forty-eight (48) hours excluding weekends and holidays.

**ARTICLE XIX
COMPENSATION INSURANCE**

The Employer shall carry Workers' Compensation and Unemployment Insurance with a company or Association authorized under applicable state laws and regulations to insure the liability to pay compensation as required under Illinois Workers' Compensation Law.

**ARTICLE XX
ICE WATER**

It is agreed that ice water shall be furnished by the Employer and such water must be kept in clean sanitary containers served out of clean sanitary drinking cups .

ARTICLE XXI REPORT IN CASE OF INJURY

Section A. It shall be the duty of the foreman to report to the Employer and the duty of the Steward to report to the Union any accident to any Laborer which may occur on the job where they are employed. It shall be the duty of the Steward to see to it that the Laborer be taken care of and his family notified if seriously injured.

Section B. Safety and well being of employees is the responsibility of the Employer. Unless extreme circumstances warrant, the Steward shall not leave the job to accompany an injured worker to the doctor unless requested by the Employer. In such case, the Steward shall be paid for the actual time spent in taking care of the injured Laborer.

ARTICLE XXII TOOLS AND SLICKERS

Section A. The Employer shall be required to furnish all tools, also rain coats and hats, where Laborers are required to work in rain or where water drips on them. Such clothing shall be charged to the Laborer until returned.

Section B. No Laborer shall be required to take out tools before the regular starting time and shall be allowed the necessary time to put away their tools.

ARTICLE XXIII SUBCONTRACTOR

This Agreement shall bind all subcontractors on work being done at the site of construction, any contractor who sublets any of his work on any project shall make this Agreement a part of the specifications when such work is sublet and will

ascertain that this section is fully complied with and the contractor shall demand compliance.

ARTICLE XXIV SAFETY

Section 1. It is recognized that 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 their family.

Section 3. It is because of these mutual benefits that the employees, Union officials and management pledge to cooperate and do all that is possible to maintain a safe, hazard-free working environment.

Section 4. Personal Cell Phone and Other Communication 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. After May 1, 2005 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 their certification by repeating the Flagger Certification every three (3) years.

C. All Laborers referred to a job with less than 1,000 hour experience will be given an identification card or form which must be given to the job site supervision indicating that referee has less than 1,000 hours worked in construction.

Section 6. No Laborer shall be required to work in any ditch or other excavation site considered unsafe without proper shoring for safety. Laborers working in dust around cement hoppers and other dangerous dust infected areas shall be provided with respirators and goggles. All Laborers shall be responsible for wearing appropriate safety gear such as steel toe boots, and respiratory, ear, eye and head protection as provided by the Employer. However, it is understood and agreed that employees are responsible for

purchasing their own safety steel toe boots. The Employer and all employees agree to abide by all federal, state and local laws, and all 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 XXV MARKET RECOVERY

On Prevailing Wage jobs where non-signatory or bonafide 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 & Welfare contributions shall be as specified in this Agreement, and pay overtime in accordance with applicable state and federal law. All other terms and conditions of employment shall be as mutually agreed to between the Employer and the District Council Business Manager.

Private (non-prevailing wage) Work. The Employer agrees to employ Union Laborers. Wages, fringe benefits and all other terms and conditions of employment shall be as mutually agreed to between the Employer and the District Council Business Manager at a pre-bid conference.

ARTICLE XXVI ALCOHOL AND NON-PRESCRIPTION DRUGS HIGHWAY DISTRICT #7

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 purposes of verifying compliance with this provision, when required by the Employer at the expense of the Employer.

Section 2. Provisions for employee drug or alcohol testing will be outlined in Employer policy and procedure or as required in documentation by Project Owners. Drug and alcohol testing shall consist of, but not limited to, pre-employment, random, reasonable cause/suspicion, post-accident, injury or unsafe act. Employees refusing to consent to such testing shall be deemed to have voluntarily quit.

Section 3. All drug and/or alcohol testing shall follow the procedures of future revisions outlined by the Substance Abuse and Mental Health Services Administration (SAMSHA) and shall be in compliance with all state and federal laws regarding alcohol/drug testing.

Section 4. Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures. The laboratory selected to conduct the analyses shall be certified by the Department of Health and Human Services and/or Substance Abuse and Mental Health Services Administration (SAMSHA) approved.

Section 5. All drug screening tests shall be capable of identifying marijuana, cocaine, opiates (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines methamphetamine) or other drugs that may be specified by

future Substance Abuse and Mental Health Services Administration (SAMSHA) direction.

Section 6. Test Results. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

INITIAL TEST

Level-Nanogram/Milliliter (hereinafter referred to as ng/ml).

Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	*2000
Phencyclidine	25
Amphetamines	1000

*25 ng/ml if immunoassay-specific for free morphine

Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method:

CONFIRMATORY TEST

	LEVEL
Marijuana	*15
Cocaine metabolite	**150
Opiates:	
Morphine	***2000
Codeine	***2000
Phencyclidine	25
Amphetamines:	
Amphetamines	500
Methamphetamine	500

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Bezoylcegonine

***25 ng/ml if immunoassay-specific for free morphine

Alcohol test levels at or above .04 shall be considered a positive test for safety-sensitive equipment.

Section 7. Employees taking prescription medication which according to their physician has physical or mental side effects which 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 8. Any employee with test results of negative shall be compensated for all hours lost. If an employee has a confirmed positive test, (s)he will be: (a) suspended without pay up to thirty (30) days, or 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 follow-up drug testing for up to two (2) years after successful completion of rehabilitation program. A second positive or refusal to participate in certified rehabilitation program after the first positive test shall result in termination of employment.

Section 9. Termination under this provision, including the circumstances surrounding the conduct of the drug or alcohol test, shall be fully subject to the arbitrations provision of this Agreement.

Section 10. AGC of Illinois and the Southern & Central Illinois Laborers' District Council, Highway District #7, agree to work mutually with Laborers' Employers' Cooperation and Education Trust (LECET), other Associations and highway crafts in developing a District #9 type or similar E-BOLT Drug Screening Substance Abuse Policy and upon completion, by way of addendum, added to this Agreement.

Section 11. Highway District #9 Egyptian Builders and Organized Labor Together (E-BOLT) Substance Abuse Policy. 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 Egyptian Builders and Organized Labor Together Substance Abuse 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.

Employer contributions are as listed in Addendum A.

ARTICLE XXVII SAVINGS CLAUSE

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 law, then such section shall be void and both parties agree to immediately meet and negotiate such sections to conform to the law. All other sections and articles shall remain in full force and effect.

ARTICLE XXVIII NO DISCRIMINATION

It is agreed that neither the Employers nor the Union shall engage in or encourage employment practices which discriminate against employees or applicants on the basis of age, sex, race, color, national origin, religion, disabilities, Vietnam era veterans, disabled veterans or any other characteristic protected by law.

**ARTICLE XXIX
ANNUAL EMPLOYMENT PHYSICAL**

Before reporting to work, every Laborer shall be required to have an annual physical examination by a licensed medical doctor at a facility designated for this purpose by the Southern Illinois Laborers' & Employers' Health & Welfare Fund.

This provision of the Agreement shall not be implemented until a special committee comprised of individuals agreed to at the bargaining table establish all necessary procedures, facilities and arrangements to commence this program under the auspices of and at the expense of the Fund. The Arbitration clause of this Agreement shall apply to any controversy arising over this provision.

**ARTICLE XXX
COMPLETENESS OF AGREEMENT**

This Agreement is intended to cover all matters of wages, hours and other conditions of employment including insurance benefits, welfare funds, pension or benefit plans or related subjects and during the balance of the term of this Agreement, the Employers will not be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

**ARTICLE XXXI
DURATION AND TERMINATION**

This Agreement shall be in full force and effect from April 1, 2003 through March 31, 2008 and thereafter from year to year unless either party notifies the other in writing of their desire to modify or terminate this Agreement a least sixty (60) days but no more than ninety (90) days before March 31, 2008.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and effective as of the day and year first above set forth.

FOR THE UNION:

~~SOUTHERN & CENTRAL
ILLINOIS LABORERS'
DISTRICT COUNCIL~~

John R Taylor

John R. Taylor
Business Manager

FOR THE EMPLOYERS:

~~ASSOCIATED GENERAL
CONTRACTORS OF
ILLINOIS~~

Edward T Simonds

Edward T. Simonds
Labor Chairman, District #9

James M. McPhail, Jr.

James M. McPhail, Jr.
Negotiating Committee

Ray Hawkins

Ray Hawkins
Director of Labor Relation
EGYPTIAN CONTRACTORS ASSN., INC.

Fred H. Crews

Fred H. Crews
Secretary/Treasurer
WABASH VALLEY
CONTRACTORS ASSN.

Thomas E. Tinsley

Thomas E. Tinsley
Labor Chairman, District #7

By signing this Memorandum of Agreement which has been negotiated by and between the Associated General Contractors of Illinois, Wabash Valley Contractors Association, Egyptian Contractors Association, Inc. and the Southern & Central Illinois District Council on behalf of its affiliated Local Unions, the undersigned Employer agrees to abide by all the Articles, stipulations and fringe benefits contained herein through Highway District #7 and #9.

FOR THE COMPANY:

Company Name: _____

Company Address: _____

Phone: _____ Date: _____

Signed By: _____ Title: _____

FOR THE UNION:

Southern & Central Illinois Laborers' District Council

Signed By: John R. Taylor

Title: Business Manager

Witnessing Union Agent

Title

Local #

Date: _____

**ADDENDUM A
SCHEDULE OF WAGES, FRINGES AND DEDUCTIONS
HIGHWAY DISTRICT #7**

The undersigned parties hereby agree that Addendum A is a part of Article 7, Wages, showing distribution of same, of the Agreement ~~between the~~ ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS, WABASH VALLEY CONTRACTORS ASSOCIATION and the SOUTHERN & CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL, and its affiliated Local Unions affiliated with the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, having jurisdiction in the counties enumerated for Highway District #7 in Article 4, Territory Covered, effective April 1, 2003 through March 31, 2008. The schedule of wages, fringes and deductions follow:

Effective: 4-1-03

Wages	\$19.45
Health & Welfare	3.85
Annuity	2.15
Pension	2.50
Training**	0.50
LECET	0.30

Total Wage Package \$28.65

Deductions:	Dues Check-off	1.25
	Vacation Fund	0.60
	LPL	0.05

** Environmental Work. Within the boundaries of Highway District #7 and #9, a fifty cents (.50) 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 clean up and removal and lead base paint abatement and removal on jobs identified in the bid documents as environmental projects.

Effective April 1, 2004 - \$1.15 to be distributed (Total Package \$29.80)

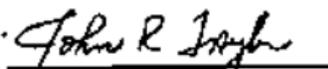
Effective April 1, 2005 - \$1.15 to be distributed (Total Package \$30.95)

Effective April 1, 2006 - \$1.20 to be distributed (Total Package \$32.15)

Effective April 1, 2007 - \$1.25 to be distributed (Total Package \$33.40)

FOR THE UNION:

SOUTHERN & CENTRAL
ILLINOIS LABORERS'
DISTRICT COUNCIL



John R. Taylor
Business Manager

FOR THE EMPLOYERS:

ASSOCIATED GENERAL
CONTRACTORS OF
ILLINOIS



Ray Hawkins
Director of Labor Relations

**ADDENDUM A
SCHEDULE OF WAGES, FRINGES AND DEDUCTIONS
HIGHWAY DISTRICT #9**

The undersigned parties hereby agree that Addendum A is a part of Article 7, Wages, showing distribution of same, of the Agreement between the ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS, WABASH VALLEY CONTRACTORS ASSOCIATION and the SOUTHERN & CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL, and its affiliated Local Unions affiliated with the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, having jurisdiction in the counties enumerated for Highway District #9 in Article 4, Territory Covered, effective April 1, 2003 through March 31, 2008. The schedule of wages, fringes and deductions follow:

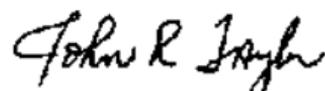
Effective:	4-1-03	
Wages	\$19.45	
Health & Welfare	3.85	
Annuity	2.15	
Pension	2.50	
Training**	0.50	
LECET	0.30	
IAF	0.10	
E-BOLT	0.12	
Total Wage Package	\$28.87	
Deductions:	Dues Check-off	1.25
	Vacation Fund	0.60
	LPL	0.05

** Environmental Work. Within the boundaries of Highway District #7 and #9, a fifty cents (.50) 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 clean up and removal and lead base paint abatement and removal on jobs identified in the bid documents as environmental projects.

Effective April 1, 2004 - \$1.15 to be distributed (Total Package \$30.02)
 Effective April 1, 2005 - \$1.15 to be distributed (Total Package \$31.17)
 Effective April 1, 2006 - \$1.20 to be distributed (Total Package \$32.37)
 Effective April 1, 2007 - \$1.25 to be distributed (Total Package \$33.62)

FOR THE UNION:

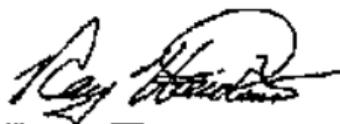
**SOUTHERN & CENTRAL
ILLINOIS LABORERS'
DISTRICT COUNCIL**



**John R. Taylor
Business Manager**

FOR THE EMPLOYERS:

**ASSOCIATED GENERAL
CONTRACTORS OF
ILLINOIS**



**Ray Hawkins
Director of Labor Relations**