

GREAT PLAINS
LABORERS' DISTRICT COUNCIL
ARTICLES OF AGREEMENT

Covering

RESIDENTIAL CONSTRUCTION
IN THE JURISDICTION OF
ILLINOIS VALLEY CONTRACTORS ASSOCIATION

EFFECTIVE: May 1, 2006

EXPIRES: April 30, 2011

INDEX

			<u>Page</u>
ARTICLE	I	Parties to Agreement	1
ARTICLE	II	Scope of Work	1
ARTICLE	III	Pre-Job Conference	1
ARTICLE	IV	Union Security	2
ARTICLE	V	Purpose	2
ARTICLE	VI	Management Rights	2
ARTICLE	VII	Union Recognition	2
ARTICLE	VIII	Referral Clause	2
ARTICLE	IX	Workers Compensation Insurance, U.C. Tax and O.A.S.I.	3
ARTICLE	X	Hours of Work and Work Week	3
ARTICLE	XI	Required Hours of Employment	4
ARTICLE	XII	Wages, Pension, Welfare	4
ARTICLE	XIII	Working Dues Check-Off	4
ARTICLE	XIV	Pay Day	4
ARTICLE	XV	Holidays	5
ARTICLE	XVI	Savings Clause	5
ARTICLE	XVII	Adjustment of Disputes	5
ARTICLE	XVIII	Legitimate Picket Lines	6
ARTICLE	XIX	Building and Heavy/Highway Contract	6

Laborers Local 393 - GPLDC & Illinois Valley Contractors Associations'
RESIDENTIAL AGREEMENT

ARTICLE I
Parties To Agreement

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

Section 2. The conditions of employment set forth shall prevail from May 1, 2006 through April 30, 2011 and shall continue in effect from year to year thereafter unless either party to this Agreement gives ninety (90) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon the expiration of same.

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

Section 3. Individual contractors signatory hereto who are not members of the said Association agree to be bound by any amendments, extension or changes in this Agreement agreed between the Union and the Associations, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless ninety (90) days prior to the expiration of this or any subsequent Agreement said non-member contractor notifies the Union in writing that it revokes such authorization. Further, said non-member contractor agrees that notice served by the Union upon said Associations and Mediation Service for reopening, termination, or commencement or negotiations shall constitute notice upon and covering the non-member contractors signatory hereto.

Section 4. This Agreement shall supersede all agreements now in force covering Residential work, and shall establish working conditions, wages, benefits and deductions, within the jurisdiction of the Local Union signatory to this Agreement.

ARTICLE II
Scope of Work

Section 1. It is understood and agreed that this Agreement shall be in effect throughout Local 393's Territorial Jurisdiction, and apply to all Residential work as defined as follows: "Residential" shall be defined as applying to work on any single family dwelling or multiple family housing units up to and including three (3) stories, including all garden type and walk-up apartments. **This does not cover the site preparation work for sub-divisions, including general excavating of sub-division site work, streets, sewers, etc.

Section 2. The Laborers shall perform all work assigned to them by their employer.

ARTICLE III
Pre-Job Conference

If the Union or the Employer requests a Pre-Job Conference prior to commencement of work, it shall be held. At the Pre-Job Conference the Employer shall advise the Union of its requirements as to the workforce required, the probable starting date, duration of the job, and the working schedule.

**ARTICLE IV
Union Security**

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

**ARTICLE V
The Purpose**

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

**ARTICLE VI
Management Rights**

Section 1. The Employer retains the right to manage its' operations and direct work forces. To be judge of the number of employees required on any work; to assign employees as in the Employers' Judgment the operation may require. It is hereby agreed that this Article does not apply to other sections agreed to in this Agreement.

Section 2. The Employer may discharge or lay-off employees as he sees fit, provided no employee is discharged or discriminated against because of lawful union activities.

**ARTICLE VII
Union Recognition**

The Employer recognizes the Union as the Exclusive collective bargaining representative with respect to wages, hours, and other working conditions for all Laborers in its employ.

**ARTICLE VIII
Referral Clause**

Section 1. The Employer agrees to contact Representatives of Laborer's Local 393 when the need to employ Laborers occurs.

The Union agrees on its part to do all in its power to honorably further the interests of the Employer,

providing the Employer secures his men through designated representatives of Local 393.

Section 2. When an Employer performs work covered by this Agreement in the areas covered by Local Union #393 the following shall apply:

The Employer will obtain all employees used in the performance of such work through the Referral Office of the Local Union #393 in accordance with the non-discriminatory provisions governing the operation of the Local Unions Referral Office, as set out in the Local Union's current Building Construction/Heavy-Highway agreement, or upon mutual agreement between the Union and the Employer.

Section 3. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees within twenty-four (24) hours after such request for referral is made by such employer (Saturdays, Sundays, and Holidays excepted) the Employer may employ applicants directly. In such event the Employer shall notify the Union Office of the names of the persons employed and the dates of the hirings; such notice shall be given within forty-eight (48) hours of the hiring.

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

ARTICLE IX Workers Compensation Insurance, U.C. Tax and O.A.S.I.

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

ARTICLE X Hours of Work and Work Week

Section 1. The regular workweek will start on Monday and conclude on Friday. The normal working hours are between 6:00a.m. and 5:30p.m.. Eight (8) consecutive hours exclusive of one half (1/2) hour lunch period between the 4th and 5th hour after starting time shall constitute a normal work day. If the employee does not receive a lunch period during that time, they will be paid an additional one half (1/2) hour pay at the time and one half (1 1/2) overtime rate, and be allowed a lunch period on their own time. At no time will an employee be required to work longer than five (5) hours without a lunch period.

Section 2. All time worked over ten (10) hours a day or more than 40 hours per week or before the starting time or after quitting time Monday through Friday and all hours worked Saturdays shall be at the rate of time and one-half. All hours worked on Sundays and holidays shall be at the rate of double time. The above hours (Section 1 & 2) may be adjusted, Monday through Friday, upon agreement between the Business Manager and the Employer.

While working Monday through Friday, if one (1) or more days are lost to inclement weather, the Employer will be allowed to work up to eight (8) hours Saturday at the straight time rate. However, if any employees of the Employer receive 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. Working a Saturday makeup day will be voluntary by the employee as well as the Employer.

No employee will be discriminated against for not working the Saturday makeup day. All Saturday makeup will be scheduled for an eight (8) hour shift.

**ARTICLE XI
Required Hours of Employment**

Laborers will get paid for the actual hours of work each day.

**ARTICLE XII
Wages, Pension, Welfare**

It is mutually agreed that the Contractors signatory to this Agreement shall pay the **Wages** as listed in **Addendum I**.

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

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

The reduced hourly wage rate and benefit package listed in **Addendum I** does not cover any work that would be covered under the Davis-Bacon Act or any federal act or the Illinois Prevailing Wage Act.

The Residential wage rate of this Agreement shall increase May 1, **2006** at the same percentage of the total package Construction wage increase. **The Parties agree that 60 days prior to any subsequent anniversary date (May 1, 2007; May 1, 2008; May 1, 2009; May 1, 2010) either party may serve notice of their intent to open this contract for the purpose of negotiating wages and fringe benefits only.**

**ARTICLE XIII
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 wages of each Employee and forward such monies promptly to the Great Plains District Council office.

Section 2. The membership working dues shall be two percent (2%) of gross wages paid to the employee. The said money shall be mailed to the Great Plains District Council office; P.O. Box 9090, Peoria, Illinois, 61612 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 of employees to work and picketing to obtain Contractor compliance with this agreement, notwithstanding any other provisions of this Agreement.

**ARTICLE XIV
Pay Day**

The regular payday shall be once a week on Friday, unless otherwise mutually agreed to by the Business Manager and Employer, except when payday is a holiday, then the last work day before the holiday shall be payday.

Wages shall be payable before quitting time and are to be paid in cash or other legal tender. The weekly payroll shall end no earlier than the third day prior to the payday, unless otherwise mutually

agreed upon by the Business Manager and Employer when additional time may be needed to make up payrolls. Accompanying each payment of wages shall be separate statements identifying the Employer, showing the total earnings, the amount and purpose of each deduction, number of hours worked and net earnings.

If there is no work on payday, the paychecks shall be available at the jobsite or company office not later than 10:00a.m.

When an employee is laid off or discharged, his pay continues until he is paid in full, in cash or other legal tender. When an employee quits of his own accord, he shall wait for the regular payday for his wages.

If an employee is made to wait beyond that time for his money, he shall be paid regular rate of wages for all the time he waits.

ARTICLE XV Holidays

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

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

All holidays will be observed according to the State proclaimed holidays.

ARTICLE XVI Savings Clause

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

ARTICLE XVII Adjustment of Disputes

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

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

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

Section 3. Arbitration. Should the Negotiating Committee be unable to resolve the matter, then the Union or the Association may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one (1) of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted the parties shall within ten (10) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one (1) remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. Expenses of arbitration, including the arbitrator's fee and expenses, will be borne equally by both parties.

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

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

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

ARTICLE XVIII Legitimate Picket Lines

It shall not be in violation of this Agreement and it shall not be cause of discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legitimate labor dispute or refuses to go through or work behind any picket line, including the picket line of the union party to this Agreement and including picket lines at the Employer place or places of business. Furthermore, an employee may refuse to cross and picket line when he fears that bodily harm may be done to him.

ARTICLE XIX Building and Heavy/Highway Contract

The Employer signatory to this Residential Agreement agrees to be bound by the provisions of the Great Plains Laborer's District Council and Laborers' Local 393 Building and Heavy/Highway Contract negotiated with the Illinois Valley Contractors Association, if they perform work outside of the provisions of this Residential Agreement as defined under **ARTICLE II, Section I.**

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

ILLINOIS VALLEY CONTRACTORS ASSOCIATION

Dennis V. Dougherty 8-9-06
By: Dennis V. Dougherty, Executive Director Date
Phone: (815) 223-0561

GREAT PLAINS LABORERS' DISTRICT COUNCIL

J. F. Penn 8-15-06
By: John F. Penn, Business Manager Date
Phone: (309) 692-8750

LABORERS' LOCAL BUSINESS MANAGER

David F. Raikes 8-9-06
By: David Raikes Date
Phone: (815) 795-2829

Independent Contractor's Signature **Date**

Contractor's Name

Contractor's Address

City and State **Zip**

Telephone Number **Facsimile Number** **E-Mail Address**

ADDENDUM I
Pension Fund, Welfare Plan

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

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

Section 3. Payments to the office of the aforesaid Plans and Funds shall be made by the Employer no later than the 15th day of the month following the month for which payments are required.

ADDENDUM II

Section 1. Working Dues Check-Off. Commencing with the effective date of this Agreement, the Employer agrees to make payments to and be bound by the Great Plains Laborers' District Council Working Dues Check-Off. The Employer shall upon receipt of a proper assignment executed by an employee deduct the authorized membership working dues from the wages of each Employee and forward such monies promptly to the North Central Illinois Laborers' Health & Welfare Fund office, P.O. Box 9090, Peoria, Illinois 61612-9090. Said monies should be in the Council office by the 15th of the following month covering the hours worked the previous month.

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

Section 3. Wages, Fringe Contributions and Deductions. **EFFECTIVE: May 1, 2006 through April 30, 2011, the wages, fringe contributions, and deductions for RESIDENTIAL CONSTRUCTION are:**

WAGES:	
RESIDENTIAL JOURNEYMAN:	\$17.30
 CONTRIBUTIONS:	
PENSION:	\$ 1.50
NORTH CENTRAL IL WELFARE:	<u>\$ 5.85</u>
Total Package	\$24.65

The Parties agree that 60 days prior to any subsequent anniversary date (May 1, 2007; May 1, 2008; May 1, 2009; May 1, 2010) either party may serve notice of their intent to open this contract for the purpose of negotiating wages and fringe benefits only.

DEDUCTIONS:	
DUES CHECK-OFF	2.0% gross (calculated as a percentage of gross pay)

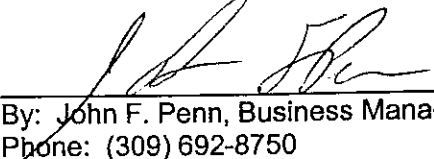
IN WITNESS WHEREOF, the parties have affixed their signatures, which officially bind said parties under the provisions of this Agreement.

ILLINOIS VALLEY CONTRACTORS ASSOCIATION


By: Dennis V. Dougherty, Executive Director
Phone: (815) 223-0561

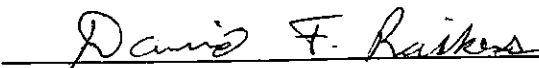
8-9-06
Date

GREAT PLAINS LABORERS' DISTRICT COUNCIL


By: John F. Penn, Business Manager
Phone: (309) 692-8750

8-15-06
Date

LABORERS' LOCAL BUSINESS MANAGER


By: David Raikes
Phone: (815) 795-2829

8-9-06
Date

Central Laborers' Pension Fund

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

North Central Illinois Laborers' Health & Welfare Fund

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

Great Plains Laborers' District Council Working Dues Check-Off

Above named Dues Check-Off shall be mailed to the North Central Illinois Laborers' Health & Welfare Fund office at P.O. Box 9090, Peoria, Illinois 61612-9090

LABORERS' LOCAL UNION NO. 393

David Raikes, Business Manager
142 Lincoln Street
Marseilles, IL 61341
Phone: (815) 795-2829