

COLLECTIVE BARGAINING AGREEMENT

LABORERS LOCAL 397

GRANITE CITY / EDWARDSVILLE / HIGHLAND

GREATER MADISON COUNTY ILLINOIS

AUGUST 1, 2019 THROUGH JULY 31, 2022

NON-SIBA

Laborers Local 397 Non-SIBA Building / Heavy / Highway Agreement  
August 1, 2016 through July 31, 2022

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LABORERS NO, 397  
EDWARDSVILLE / GRANITE CITY IL  
EXPIRES 7/31/22

This Memorandum of Agreement made and entered into by and between

\_\_\_\_\_, here in after referred to as EMPLOYER, and LOCAL NO. 397 OF THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA OF GRANITE CITY, EDWARDSVILLE, HIGHLAND MADISON, NAMEOKI, MITCHELL, VENICE, & GREATER MADISON COUNTY ILLINOIS, VICINITY and TOWNSHIPS, for Building/Heavy/Highway Construction work.

**ARTICLE NO. 1**

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between employer and employees, and to prevent waste and unnecessary and avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workmen, and so far as possible to be in accordance with the conditions herein set forth, and at the wages herein agreed upon, that stable conditions may prevail in Building/Heavy/Highway Construction, that building costs may be as low as possible, consistent with fair wages and conditions, and further establish the necessary procedure by which these ends may be accomplished.

**ARTICLE NO. 2**

Both parties to this agreement believe that a Uniform Agreement if adopted by all employers and all unions would still further the interests of the building industry and agree to use their best efforts to bring about such sections, and further believe that such Uniform Agreement should contain the following principles:

1. The Employer shall have the right to determine the number of men required on any project.
2. That there shall be no limitations to the amount of work a man shall perform during the working day.
3. That there shall be no restrictions on the use of machinery, tools or appliances.
4. That there shall be no restrictions of use on any raw or manufactured materials except those where labor trouble is involved.

Whereas, the party of the first part, the contractor, is engaged in all classes of construction work and employs considerable labor, both semi-skilled and skilled.

Whereas, the party of the second part, known as Local Union No. 397, of the LABORERS INTERNATIONAL UNION of NORTH AMERICA, has maintained certain wage scales.

**ARTICLE NO. 3**

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

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

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

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

(a) The Union shall be the sole and exclusive source of referrals of applicants for employment.

(b) The Local Union will maintain a referral list of registered applicants available for employment within the territorial jurisdiction of the Local Union.

(c) Each applicant seeking referral shall fill out the Local Union's "Application for Referral" setting forth the applicant's work history, training, licenses, certifications, documentation, and other such information showing the applicant's qualifications and skills. This application must be signed and dated by the applicant and shall be included in addition to the above name, telephone number and social security number. The Union shall not assume any responsibility for the correctness of the information the applicant presents in seeking referral, but in the event the applicant misrepresents such information, the applicant may be disqualified for referral. Failure to timely provide information and documentation may result in the applicant's disqualification as to the work classifications listed in the applicant's "Application for Referral".

(d) The Union shall establish a time, day, and place for registering for work in person, and this information shall be conspicuously posted in the Union office. An applicant's registration with the Union shall be in effect for one business week, and the applicant must re-register in person each week.

(e) The Employer shall request the Union to refer applicants as required, shall not solicit applicants directly, and shall not in any manner circumvent the Union in the recruitment of applicants for employment.

(f) Applicants already employed in the industry within the geographic area covered by this contract shall be eligible for referral to another job provided that they appear personally for referral as required by this Article. No applicant shall be denied referral because they have been discharged or rejected by any other employer subject to this agreement.

(g) The Employer in requesting referral of applicants shall specify to the Union such information as is deemed pertinent by the Employer in order to enable the Union to make proper referral of applicants.

(h) The Union shall refer to the Employer such applicants as are fit and competent to fulfill the requirements of the position to be filled, and who have the requisite experience and skills for fulfilling such position as specified by the Employer. Competency for a position shall be determined based on past experience in the work, required licenses, and other verified experience and skills germane to the position to be filled. These criteria shall be applied in an objective nondiscriminatory manner for all applicants.

(i) Each working day, a daily referral list shall be prepared, showing the order in which applicants that day made personal application for referral.

(j) Referrals shall be made from those duly-registered applicants who are present at the Union hall at the time of referral.

(k) In the event an applicant on the referral list refuses a referral for good cause, lacks required skills, or is otherwise not competent or fit to fulfill the position, the next available applicant on the referral list who is fit, competent and possesses the required skills shall be referred.

(l) Apprentices shall be referred under a separate referral list, and shall be listed according to their apprenticeship year.

(m) The provisions of this Article shall be posted by the Employer at its premises where notices to employees and applicants are customarily posted and shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.

(n) The registration of and selection of applicants for referral shall not be based on or in any way affected by Union membership, by Union by-law's, rules and regulations, constitutional provisions or any

other aspect or obligation of Union membership; nor shall any supervisor in the employ of any Employer who holds Union membership be bound or in any way affected in the performance of his duty for the Employer by any obligation of Union membership, by-laws, rules and regulations, or constitution of the Union.

(o) On any project where there is a question of transfer of Laborers, that question will be resolved by a job conference prior to commencement of a project. Notwithstanding any other Article or provision of this Agreement, it shall be permissible for the Employer and the Local Union to agree to movement of individual laborers from project to project within the jurisdiction of the Local Union. Provisions of this section shall be applied in a good faith manner by parties to this Agreement.

(p) No Employer shall be permitted to transfer key employees from one Local Union's geographical jurisdiction to another Local's jurisdiction.

(q) The Employer reserves and shall have the right to accept or reject, to employ or not to employ, any person furnished by the Union, or to discharge, for just cause any employee who has been accepted but who subsequently proves unsatisfactory to the Employer.

(r) The Union shall maintain records of all job referrals which shall be available to applicants for review, upon reasonable request. However, the required application form filed by individual applicants shall be confidential. Such individual application forms shall be subject to review by an applicant for relevant information only if that applicant alleges that another applicant was improperly referred to a job vacancy based on alleged qualifications in preference to the applicant requesting the information.

(s) There shall be no discrimination against any employee or applicant for reasons of age, race, sex, religion, national origin, color or status as a Vietnam-Era veteran.

3.4 An applicant for employment who is aggrieved by an action of the Union with respect to registration or referral under this provision or who is aggrieved by action of the Employer in connection with hire hereunder, may, within ten (10) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a board consisting of a representative of the Union, a representative of the Employer, and an impartial chairman appointed jointly by the Employer and the Union. Such board shall consider the grievance and render a decision which shall be final and binding. The board is authorized to issue procedure rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangement. The cost of the third party shall be borne equally by all parties involved.

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

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

#### **ARTICLE NO. 4**

4.1 There shall be no stoppage of work on account of any differences which may occur between the Contractors and the Organization, including jurisdictional disputes.

4.2 The term Jurisdictional dispute shall mean any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees. This shall apply to all Employers and their Subcontractors.

4.3 Step 1: No later than two (2) days after the Employer is notified that a dispute exists, the Employer will meet with the Unions involved and attempt to resolve the dispute informally.

4.4 Step 2: In the event that there is no agreed resolution of dispute at Step 1, the Employer, within Two (2) days of the Step 1 meeting, shall assign the work as follows:

- If the work is covered in an applicable agreement of record between the Local Unions involved, the assignment will be in accordance with such Agreement of Record.
- In the event there is no applicable agreement of record, then the employer shall assign the work in accordance with Local Area Practice.

- In the event that no Local Area Practice exists, the employer shall assign the work in accordance with Decisions of Record.
- If none of the criteria listed in subparagraphs 1 – 3 are applicable, the employer may make the work assignment on the basis of Economy and Efficiency of operation, the well-being of the industry and the interests of the consumer.
- Assignments of work shall be made only by the employer or his designated representative.

4.5 Step 3: If the dispute has not been resolved in accordance with the criteria established in Step 2, the Union may, within three (3) days of being notified of the work assignment, submit the dispute to Arbitration. An Arbitration hearing shall be held within seven (7) of the Union's request for Arbitration. The parties have jointly designated the Federal Mediation and Conciliation service to arbitrate any dispute arising under this Article.

4.6 The Arbitrator has the Authority to render a final and binding decision in the case in deciding the dispute. The Arbitrator shall apply and follow the criteria set forth in Step 2, subparagraphs (1) through (4). The Arbitrator will issue a written decision within five (5) days from the date of the hearing explaining his/her findings regarding the applicability of the Step 2 work assignment criteria to the facts of the case.

4.7 If the Contractor refuses to adjust the dispute to comply with any decision, then the Contractor will be liable for back wages, fringe benefit contributions, and check-off of Union Dues commencing on the date of finality of the decision and continuing through the date of compliance.

## **ARTICLE NO.5**

5.1 For the purpose of Article No. 5, a grievance is defined as an employee discharged without cause.

5.2 A grievance shall be processed in the following manner,

- Step 1 No later than two (2) days after the employee is terminated without cause, the Employer and the Union shall meet in an attempt to reach a settlement
- Step 2 If the grievance is not satisfactorily resolved at Step 1, it must be submitted for mediation within five (5) business days. Both parties shall submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.
- Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties.
- The mediator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The mediator shall only consider and make decision with respect to the specific issue submitted to him/her.
- The fees and expenses for the mediator's services and a copy of the grievance hearing transcript for the mediator, if any, shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its' own representatives and witnesses, and purchasing its own copy of the transcript.

5.3 The Employer agrees to the implementation and adoption of the Local 397 Code of Performance. All referral employees from the Union shall be full participants and abide by all rules, regulations and penalties as spelled out in the Local 397 Code of Performance. The goal of the Code of Performance is to ensure that the Union's referred employees meet the highest standards of the industry.

## **ARTICLE NO. 6**

6.1 The Union and the Employer agree that this contract shall cover the following jurisdiction of work and in addition, the Manual of Jurisdiction of October, 1961 and all future supplements adopted by the Laborers International Union of North America:

(a) All laborers work, semi-skilled and skilled, in connection with the following: Tenders, hodcarriers and helpers for bricklayers, masons, plasterers, millwrights, carpenters, plumbers, steamfitters, operating engineers, cement finishers, civil engineers and other building construction crafts, where semi-skilled and skilled labor are connected therewith.

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

(c) Streets, parking lots, sidewalks, curbs and gutters shall be done under the terms and conditions of this Agreement.

(d) The Union shall control all Laborers' work that comes within its jurisdiction.

(e) The Contractors signatory to this agreement, or their supervision, shall not give or assign any portion of the work covered by the jurisdiction of Laborers' Local #397 to any other craft or organization.

(f) The Employer shall assign the work to be performed in a manner that is not contrary to this agreement in accordance with established historical area practices of Laborers' Local 397.

(g) The removal for destruction of all asbestos by qualified Licensed Laborers from building, floors, machinery, or other structures (including mechanical systems). Erecting and dismantling of all sealed containment barriers prior to the encapsulation or removal operation. The hanging of all protective coverings for furniture, fixtures, etc. The cleanup and disposal of asbestos and other environmentally related material to be included. The set-up, operation and maintenance of any and all air-flow devices.

(h) The handling and disposal of all hazardous and toxic materials (including but not limited to Hz Waste, Lead Abatement, Mold & Mildew, Toxic Spills, etc.) shall be performed exclusively by qualified licensed Laborers covered by this Agreement. Laborers shall perform all work in connection with mine, landfill reclamation, new landfill construction and expansion shall be under the sole jurisdiction of the Union party hereto.

(i) All work pertaining to Asphalt shall come under the jurisdiction of the Laborers. This shall include the cooking, handling and preparation of Asphalt, tar, or other mastic type material. Laborers shall perform the following (but not limited to) all mixers, mixing plants, mixing of mastic materials, laying, raking or luting, cutting, patching, priming, cleaning, crack filling/sealing, any test drilling of all pavements. Setting of all asphalt curbs, parking blocks (regardless of material type) installation of embedded reflectors, and traffic protection shall be done exclusively by Laborers.

(j) The handling, erection, cleaning, maintaining, loading, repair, and dismantling of all cement, concrete, rock, sand, gravel, asphalt, gunnite, sandblasting, or any other building material bins, mixers, skip boxes, hoppers, towers, portable or temporary, including batching plants for Concrete, Asphalt, and others materials, shall be the work of the Laborers. This to include all men necessary to operate said structure such as, pumper, lever men, weigh men, and the hooking and unhooking, flagging, signaling, or any other duties in the operation of said equipment. The placing of all divider boards and covers on batch trucks. The covering of all structures, material piles shall be the work of the Laborer.

(k) The charging of all filters, tanks, boilers, drum, etc., with catalyst, the unloading, handling, and hoisting of filter rings, also the charging of all filter tanks or any other forms of filtering shall be the work of the Laborers.

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

(m) The cleaning of all buildings, structures, vessels, tanks, and similar items, whether by hand, power washing, or abrasive blasting shall be done by the Laborers. The washing of windows and cleaning of floor on new construction, alteration, remodeling, or renovation shall be included. The curing of all material, structures and buildings by artificial heat; and the manning and servicing of all equipment to perform this classification of work.

(n) Tending of all Carpenters. The driving of all grade stakes, building stakes, and concrete form stakes shall be performed by the Laborers. The removal of all false work, wrecking and removal of all walls, floors coverings regard less of type, partitions, doors, and doorways for alternation and/or remodeling work, removal of shelving, furniture, fixtures, chairs, and seating.

This includes items to be scrapped or salvaged. The unloading and loading of all building and finish materials (including but not limited to wood and metal studs, drywall, ceiling tiles, flooring, windows, doors, etc.) to a general stock pile centrally located to the work being performed. All old or new furniture, appliances, partitions, table/countertops, seating, shelving, and fixtures, or similar items, whether assembled or disassembled shall be the work of the Laborers. This includes any fully or partially manufactured fixtures or similar items of any type. The contractor agrees that all material handling disputes will be settled by the language in the UNDERSTANDING OF AGREEMENT, ON HANDLING MATERIAL dated March 1965

(o) The unloading, distribution, excavation, installation, laying, and joining of all telephone, electrical, fiber optic, communication, or any other type of conduit lines.

(p) All concrete forms, regardless of type or whether they are to be used again, shall be stripped, removed, scrapped, salvaged, or wrecked by Laborers. Wrecking, stripping, dismantling shall include (but not be limited too) the removal of braces, shoring, wall ties, snap ties, cones, rods, column clamps, and any and all phases of

stripping or wrecking forms. Laborers shall remove all forms from concrete (weather by hand or power machinery) let down to the floor and/or moved back from the wall. The moving of all concrete forms to the next point of erection, or to the stockyard or scrap pile, shall be done by the Laborers. Rods, ties, cones, wire, and any other hardware, including scaffolding, scaffold boards, or work platforms, attached to the concrete forms in conjunction for the pouring of concrete into the forms, shall be removed as stripping proceeds. The cleaning and oiling of concrete forms shall be the work of the Laborers. The cleaning of lumber, including the pulling of nails and the unloading and distribution of lumber and wooden material shall be done by the

Laborer. This shall apply to all forms set by carpenters, finishers, or others, whether the forms are salvaged or scrapped. This also includes any forms constructed for pourable refractory material such as castable, aluminite, or any similar type materials. All concrete cleaning including but not limited to all lifting lugs, design stencils, design keyways, keyways, shall be the work of the Laborers.

(q) All work necessary to properly service and tend the cement finisher, the driving of all stakes, the placing of all forms or screeds, including steel curb and gutter screeds to the point of installation. Any grades to be established during the operation of concrete pours shall be the work of the Laborer.

® The handling, pouring, placing, puddling, leveling off, blocking, "Bushing" striking off and vibrating of all concrete while concrete is being poured by any means necessary whether by hand or machinery. The signaling, handling, repairing, and operation of all concrete buckets and buggies shall be done under the sole jurisdiction of the Laborers.

(s) Performance of all work necessary remedying defects in concrete caused by leakage, bulging, sagging or through difficulties of shifting forms. The hand mixing of all mortar and mortar materials for concrete finish and tending to cement finishers for all types of finishes.

(t) The placing and curing of all concrete by any mode, method, or means. The placing of all burlap, bisqueen, insulating blankets, or similar material used in the curing process. The installations of water lines for curing, cooling and also the installation, placing, maintaining of



any type of artificially heated equipment to cure concrete shall be done in its entirety by the Laborers.

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

(v) The application of any and all curing, hardeners, colors, sealing compound used on concrete shall be performed by the Laborer. The sawing of all expansion joints in concrete outside of a building or structure such as a roadway, parking lot, storage area, street, sidewalk, curb, gutter, runway, or similar type area, and the caulking of the same shall be the work of the Laborers. This is understood to be whether the concrete is green or cured regardless of the type of saw used. The water proofing of any and all concrete, concrete footings, building/bridge or other foundations regardless of above or below ground.

(w) The hand mixing of all material used for repairs of defects in concrete finishes, and the tending and cleaning for all cement finishers tools necessary to the performance of their work.

(x) Operating and maintenance of all concrete vibrators, handling and unloading all concrete materials and the aggregates of same, etc. The operation, handling, and repair of all concrete mixers, gunnite machines, concrete pumps, concrete saws, grout pumps, and their accessories shall be done by Laborers. The unloading, setting, lining, leveling, of all slab road forms and repairing of the same

(y) All Laborers working under the terms of this agreement may at the request of the Contractor work under the terms and conditions of the Laborers International "Concrete Specialist Agreement" covering all concrete work including finishing to be performed. (see wages)

(z) The cutting and burning of any/all scrap or already scrapped materials and the use of all types of welding equipment used to perform the work covered under the jurisdiction of this Agreement. This includes, but not limited to, oxy-acetylene, oxygen lance, Petro/Oxy-Gasoline torch, air-arc, and similar types of equipment. All removal of debris, trash, rubbish, burning and disposing of all materials.

(aa) Demolition whether in whole or partially of all buildings, tanks, steel, concrete and other material structures, vessels, walls or any similar item(s) or material(s), shall be the work of the Laborer. Any such item aforementioned structure shall be removed in its entirety by the Laborers. No restriction as to location, weight, tools, or equipment used to remove and/or dispose of such item shall be placed upon the Laborers. The demolition, take-up, and reconditioning of old pipe shall also be included in the jurisdiction of the Laborers work. This to include all water remove, sewer remove, petroleum, coal slurry, gas, or similar pipelines, whether mainline pipelines, distribution lines, or commercial, industrial, or residential pipelines.

(bb) The building, assembly, placing, dismantling, moving, and handling of all runways, chutes, lines, hoppers for concrete or rubbish, whether wood, metal, or plastic shall be the work of the Laborers.

(cc) All drilling, tending, setting, storage, detonation of all explosives regardless of type shall be the sole work of the Laborers.

(dd) All work on drilling, including wagon drills, dynamiting and blasting of any method. All Diamond Point Drilling, Star Drilling, whether run by hand, gas, hydraulics, mechanical, electrical, compressed air or any other device for precision or non-precision work shall be performed by the Laborer.

(ee) Laborers will do all Laborers' work on drilling rigs such as pier foundation, vibrated stone pillars piling, core drilling, soil testing, and well drilling this to include wagon drills and any other type of drilling equipment whether powered by air, hydraulics, gas, or electricity and work related to the

installation of vibrated stone pillars, including but not limited to drilling ,fueling ,spotting of trucks excavating, barricading and securing of all hazardous work areas, backfilling, piping ,hoses, etc. of the system.

(ff) The installation, fabrication, maintenance, and manning of all dewatering equipment, including pumps and well point systems (whether gas, diesel, electric, or air powered), men on foot valves and other power driven equipment in the operation of such machinery. The handling, placing, fabrication, including welding, fusing, and other means of joining pipe for discharge systems or suction lines of any kind pertaining to pumps, dewatering and/or dredging operations including marine and other river equipment shall come under the jurisdiction of the Laborers. There shall be a minimum of one Laborer present whenever dewatering system of any type is being operated. All pumps 3” or less regardless of type (diesel fuel, gasoline, electric, manual or other) shall be the exclusive work of the Laborers

(gg) All revetment and river work, mattress head cable men, linemen, derrick boat and mattress barge, deck hands, weavers, cable lacers, grade men and rip rappers, tenders and helpers for

divers doing work under the jurisdiction of this Agreement Laborers shall be the deckhands on all floating rigs, work barges, work boats, safety boats, and dredges. The handling placing, anchoring, cleaning, tying of barges and other marine equipment on any work coming under the jurisdiction of this Agreement shall be the work of the Laborers. The handling of fuel to all of the aforementioned machinery, regardless of type of fuel, shall be by the deckhand. The raising of all levees, spotters on levees, dams, dikes, fire walls and flood control projects riprapping, in connection with the construction of all levees, dams, dikes, flood control projects, etc.

(hh) The use of building level, transit, laser beam, GPS, or other sighting, positioning device, or measuring device when used to establish line or grade. Grading all concrete floors, footings, sidewalks and yards, the handling of any and all runways and scaffolds for concrete. Any grades to be established during the operation of pouring the floor will be done in its entirety by Laborers. The use and operation of all equipment, including the televising and repairing for breaks, clogs, repairs, installations of plastic liners for all sewers and casings, whether manually or remotely.

(ii) The unloading, distribution, installing of new, replacing of old, laying, joining, and pointing of all sanitary and storm sewer, trunk line, or building sewers whether concrete, plastic, clay, steel, ductile iron, or any other material shall be installed exclusively by the Laborers. This shall be understood that all sewer lines 5 feet and beyond the outside of any building shall be installed under the jurisdiction and terms of this Agreement. Any & all building downspouts and gutter drains shall be installed exclusively by the Laborers including the final building connection

jj) The shoring, bracing, cribbing, and sheeting of all sewer ditches, jacking pits/boring pits and manholes shall be installed by any means in its entirety by Laborers. Cribbing shall be done by Laborers working under the jurisdiction of this Agreement. Underpinning, shoring, blocking, raising, moving, and jacking of buildings, houses, bridges, tanks, vessels, and all other structures regardless of building materials, shall be the work of the Laborers.

(kk) All cleaning, sealing, wrapping, and doping of all types of piping. The doping and wrapping of pipe and the handling of all pipe skids. The application of all protective coverings by any means, including the brushing, rolling, spraying or by other application of protective material(s).

(ll) The checking of all grades; the spotting, signaling and dumping of all truck loads; the taking

of all tickets, the counting of loads whenever required. Grading for all concrete floors, footings, sidewalks and yards, the handling of any and all runways and scaffolds for concrete. Any grades to be established during the operation of pouring the floor will be done in its entirety by Laborers. All clearing and site preparation, clearing of right of ways, removal of fences, digging, trimming, and grading of ditches, shall be the work of the Laborers.

(nn) The operation of all equipment and tools shall be performed exclusively by Laborers covered under this Agreement and such work shall be under the sole jurisdiction of the party hereto. This shall include but not be limited to: the manning of mechanical concrete & power buggies, all-terrain vehicles, conveyors, man lifts, trenchers, boring equipment, saws, vacuum excavators, handling of all hoses when vacuum trucks are used for any materials, conveyors, generator light plants, tillers, mowers, hydro seeder, sod-nailers, sod-nail launchers, straw blowers, snow blowers, sod cutters, aerators, detachers, any lawn and landscape maintenance equipment, augers, rollers, vibrators, compactors, floor sweepers, scrubbers, litter vacuums, brush chippers, stump cutters or similar items. The use of all surface preparation equipment such as shot blasters, scrubbers, grinders, planers, scalars, scarifiers, and floor stripper no matter what type of material, concrete, asphalt, wood, vinyl, carpet, marble, ceramic, or etc. The operation of hoists, winches, by hand, electric, power, air, and hydraulic. This to include the setup, loading and unloading of such equipment, and fueling of the same. Any equipment used to move or stock any material on the site shall be performed by Laborers covered by this Agreement and such work shall be under the Union party hereto. This shall pertain to all tools or equipment regardless of whether ride-on, walk behind, remote controlled, motorized, and/or manual. Demolition of any structures, roadways, buildings, by any means or methods with no restrictions to the use of tools. The exclusive use of jackhammers, chipping guns, hell dogs, or any other electric, air driven, hydraulic tool for demolition shall be the exclusive jurisdiction of the Laborers.

The use of all jack hammers or paving breakers and all concrete removal. Where jack hammers are used, two (2) men are required for safety, and these two (2) men shall interchange and perform the cleanup work in connection with work of this kind. The operation of the Brokk 250, Case, John Deere or any other remote controlled breakers, or any other breaker that replaces traditional pavement breakers shall be performed by the Laborers. The operation of bobcats, forklifts and lulls.

(oo) Ground men on all cranes or other heavy equipment when clearing or when site preparation work is involved. The fueling, maintenance, set-up and cleaning of all equipment including all generators (gas or electric) for power tools, light trees, temporary lighting and/or air flow devices, operation of all concrete pumps and maintenance of same

(pp) All Laborers' work on all curb and gutter machines, the handling of all tools, working machinery, and appliances for any and all work covered by this Agreement.

(qq) The operation of all the concrete saws, concrete pump machines, mud jack, grout pumps and concrete curbing machine shall be performed exclusively by Laborers covered by this Agreement. The manning of all equipment used in injecting a grout slurry mix or any similar material used to correct defects in concrete or to stabilize slabs, structures or underground voids

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

(ss) Laborers shall operate all walk behind laser screeds, power tampers, rollers, concrete saws, concrete buggies, breakers and other vibrating & digging equipment (walk behind, riders, and/or remote controlled types) etc.

(tt) The operation of the concrete saw, concrete pump machines, mud jack and concrete curbing machine shall be performed exclusively by Laborers covered by this Agreement. The manning of all equipment used in injecting a grout slurry mix or any similar material used to correct defects in concrete or to stabilize slabs, structures or underground voids.

(uu) Placing, removing, servicing, fueling, maintenance and tending too of all barricades, flares, sign boards, signal lights, etc., for all site and road/highway/bridge traffic control.

All emergency and surveillance maintenance work required shall be performed

exclusively be the Laborers.

(vv) All grouting and dry packing whether tools are required or not shall be performed by the Laborers.

(ww) All Guniting work when the work to be performed is to be of a thickness of one and one-half (1 1/2") inches or greater. The handling and operation of all cement guns, the nozzle man, shotcrete, shotcrete nozzle, and machine operator and loaders to be a laborer.

(xx) Tending to all brick masons and plasterers shall be covered under the jurisdiction of this Agreement. All work classified as Brick mason tenders work (hodcarriers) shall be done under the wage rate as specified in this Agreement. All plaster, brick, and mason foremen and tenders shall receive (30) minutes starting time at the overtime hourly rate of pay.

The mixing, handling, conveying, placing, loading and unloading of all materials for building and other structures that pertain to brick, mason and plasters work. The building, handling, dismantling, and wrecking of all brick, mason, and plaster works. The wrecking of all scaffolds, runways, ramps, inclines, guard rails and other safety protection, the placing and removing of all

ladders, and all weather protection. The curing, heating, carrying of water for all bricklayers, masons, plasters and tenders. The cleaning up of any and all debris. Tenders on all other work with building trades eras doing work that pertains to brick, mason, and plasters work,

Tenders on cutting of all channels and other openings, cleaning, washing, scrubbing, pointing and all patch work. All working, non-working and general foremen on brick, mason, and plaster tender work defined herein. If any interpretation of discussion arises in reference to the rate of Brick and Masonry work on Blast Furnaces, Open Hearths, and all other brick and masonry work on building and other structures, the letter agreed to by the Southern Illinois Builders Association and Local No. 397 dated August 14, 1961 shall apply.

(yy) All work connected to landscape design and landscaping (but not limited to) grading, berm work, seeding, sodding, all planting of plants, trees, shrubs, installation of all irrigation systems, strawing, etc. The installation of all retaining walls, retaining wall panels regardless of material type or size. The operation of all vehicles and/or equipment for the performance of all landscaping. The installation of any and all brick, brick pavers or substitute brick material, for landscaping designs, landscaping borders, roads, sidewalks, patios or other needs by hand or machine shall be the work of the Laborers. All work on athletic fields and running tracks.

(zz) The installation of all plastic, rubber, and plastic type liners, and the heating, gluing, joining by any means of joints in pits, landfills, dumps, caissons, under floors, slabs, open sheds, etc., and any environmentally mandated uses.

(aaa) All mixing and handling of mastic materials of any kind or description. The hoisting, heating and cooking of mastic materials and the preparations in their entirety for use on the job and installations of asphalt, tar, sulphur-seal, etc. The application of all mastic and crack filling to bridges, roads, highways, buildings, precast concrete, concrete sewers, precast building materials, culverts, piping, headwalls, and any other similar items or structures covered by this Agreement shall be done by Laborers.

(bbb) Laborers shall apply all waterproofing and insecticide materials to any surfaces by any method. This shall include but not be limited to, foundations, grounds, bridge decks, any type of masonry surface, etc.

(ccc) The unloading, loading, handling, and carrying to the place of installation of all rods, mesh, and materials used to reinforce concrete construction, and the hoisting of the same where done by hand or power shall be performed by the Laborers.

(ddd) The unloading, cutting, tying, of all steel, polymer, plastic, or other mesh and reinforcing rods for buildings, all streets, highways, driveways, roads, roadways, sidewalks, slopewalls, air field landing strips, storage and laydown areas, parking lots, or any other similar type areas will be the exclusive work of the Laborers. This includes but is not limited to: center steel, expansion joints, dowel rods, and center strips and any other reinforcing material to be placed inside of a concrete or refractory type material.

(eee) The cutting off of all piling regardless the type of material. The cutting of piers, monumental works shall be the work of the Laborers. The cleaning of all piling, unloading and loading of all piling whether scrap or new.

(fff) The unloading, handling, cutting of all precast or prestressed concrete to a stockpile will be the work of the Laborer. All grouting, removing of line eyes, wires, etc., and patching of the same will be the work of the Laborer. When power equipment is used, the tying on of precast or prestressed concrete preparatory to final installation shall be done by the Laborer. The rigging, fitting, setting, aligning, plumbing, and staying into position of all precast or prestressed concrete shall be the work of the Laborers.

(ggg) The making by pouring of all fence posts, concrete pile, concrete vaults, tilt-up wall panels, septic tanks, manholes, beams, decking, roofing, or any other similar items or structures for precasting purposes shall be done by the Laborer.

(hhh) All clearing and site preparation, the unloading, distribution, laying, cutting, setting, placing, welding, installation of all steel casing, all concrete or precast pipe, corrugated casing, multiplate, precast concrete, plastic and metal pipe material used for manholes, junction boxes, culverts, drainage boxes, metering pits, shafts, subways, aqueducts, and drains regardless of whether above or below ground level,

Building, footings, floors casings, tunnels, tunnel lining, water lines, sewers including the fusion, welding, cutting, bolting, slip joining and fabrication of the same.

(iii) All work in connection with the laying, building, and installation of railroad equipment, switches and tracks. This includes all new and relocated railways and any other related track work that pertains to building, jacking, raising, installation of clips, ballast, construction, tunneling, mining, and the moving of machinery, buildings, or structures shall be the work of the Laborers.

(jjj) The laying of all temporary gas, oil, air, water, and other pipelines on all work covered under the jurisdiction of this Agreement.

(kkk) The spotting, moving, raising, jacking, cribbing, blocking, and leveling of all temporary job trailers for offices, tool rooms, lunch rooms, change rooms, and other uses shall be the work of the laborer. This includes the disassembly and dismantling of said trailers.

(lll) All watchmen, multi-craft/safety watch, fire watch, water boys, janitors, tool room men, change and shower room attendant shall be Laborers. All watchmen shall be working watchmen when employed. The need for hiring a watchman to secure the property shall be determined by the employer at the Laborers Watchman rate of pay as covered by this agreement.

(mmm) The operation and control of waterblasters shall be the work of the Laborer. There shall be a minimum of two (2) men in the operation: one man stationed at the control valve during blasting operations for safety purposes, and the other doing the water blasting. They shall interchange position during the day.

(nnn) All labor work in, around and adjacent to buildings; all labor work in and around and in connection with the erection of all wooden bridges, scaffolds, and concrete towers; the drying of concrete by salamander or other artificial heat of any kind; the wrecking, demolition and dismantling of all buildings and structures whether temporary or permanent. The wrecking and removal of all walls and partitions for alterations work; the removal of shelves, fences and plow holders; the scrapping of steel tanks and steel structures of all kinds where the material contained therein is not to be used again or is salvaged.

**ARTICLE NO. 7 HOURLY WAGES**

	8/1/19	8/1/20	8/1/21
Laborers	+\$1.45	+ \$1.45	+ \$1.55
<b>Total Laborers Rate</b>	<b>\$56.72</b>	<b>\$58.17</b>	<b>\$59.72</b>

Cutting/Burning/Welding , Abatement Workers HZ Mat Workers, Mason Tender, Dynamite Helper/Lancing -- +\$0.50

Dynamite Men -- \$1.50

All Working Foreman -- \$0.50 per-hour increase

All Non-Working -- \$1.00 per-hour increase

All General Foreman -- \$1.50 per-hour increase

Pump and Watchman Rate \$18.00 per-hour

Saturday, Sunday, Holidays and overtime for pump/watchman work shall be paid at the rate of time and one half (1.5).

When men are working on electrical submersible pumps, with a simple discharge system, when shift work is involved, the rate of pay for the first shift will be regular rate of pay, and be able to perform other duties relating to pump work. The second and/or third shift will be paid at the watchman rate. His duties will include taking care of the discharge lines and perform watchman duties.

In addition to the foregoing rates, effective August 1, 2019 the Employer shall contribute \$24.68 per hour for regular hours worked; \$36.25 per hour for hours worked at the time and one-half rate; and \$47.85 per hour for hours worked at the double time rate. Such payments are due and payable to the Employer and Laborers Locals 100 & 397 Health and Welfare and Pension Funds.

Each Contractor shall pay a sum equal to eighty cents (\$.80) per hour for each hour worked for which wages are paid to the Contractors and Illinois Laborers Training Trust Fund. Such payments shall be made on the Health and Welfare and Pension Fund reporting forms.

The Employer shall withhold (with employee authorization) Local397 supplemental dues in the amount of (\$0.40) per hour & (\$0.60) per hour Midwest Organizing for actual hours worked by each employee covered by this agreement in addition to the Union Dues withheld in paragraph 9 of this article of this current CBA. Such payments shall be made on the reporting forms provided by the LECET Fund and may be amended during the terms of this agreement with notice.

The Employers signatory hereto agree to contribute (\$.65) per hour for each actual hour worked by each Employee covered by this Agreement to the Southwestern Illinois Laborers District Council LECET Fund. Such payment shall be made on the reporting forms provided by the LECET Fund.

If requested by the Union the Employer will withhold Union Dues (at the rate established by the general Membership of Laborers Local397) from each Employee's payroll check. Such payments shall be remitted monthly on reporting forms (provided by the Union) to Laborers Local 397's Office.

Each Employer shall remit fringe benefit contributions to the fund depository and Union Dues to Local 397 on or before the 15<sup>TH</sup> day of each month for all contributions attributable to the prior calendar month. Failure to remit such contributions on a timely basis may allow the Union,

at its option, the right to resort to economic recourse, including the right to refuse Employees or withdraw Employees from the delinquent Employer, provided the Union has given the Employer a notice in writing five days in advance of taking such action. In the event the delinquent Employer is a subcontractor, such notice shall be served jointly on the general contractor and the subcontractor. The Employer shall be liable for any costs incurred in connection with the collection of delinquent fringe benefits.

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

The Employer shall carry Illinois Worker's Compensation Insurance and pay all Local, Illinois State and Federal Taxes for each employee provided by the Union. The Contractor shall provide a Certificate of such coverage when requested by any party signatory hereto. Said Employer must also pay Illinois State Unemployment Compensation Insurance on all employees covered by this agreement regardless of the number of employees.

The parties to this Agreement specifically agree that they shall implement a non-qualified defined contribution plan which such plan shall encompass current retirees only whose benefit payments have been reduced in the prior year by the Internal Revenue Code Section 415 consistent with the Revenue Ruling issued on November 21, 1997. In the event, however, that the Internal Revenue Code Section 415 is repealed, modified or otherwise rendered moot by legislative action, the preceding clause shall have neither force nor effect. Likewise, in the event that legislation action repeals or modifies Section 415 in any respect rendering this clause moot, the remaining articles and section of the collective bargaining agreement between the parties shall be unaffected thereby and shall otherwise be in full force and effect.

It is agreed that in case any compressed air or tunnel work comes into the jurisdiction of Local No. 397, the Contractor agrees to negotiate the wage scale and conditions in accordance with the existing New York agreement covering such work.

Where Watchmen are required, they shall be members of the Laborers' Organization. Any hours worked in excess of eight (8) per day, Monday through Friday and Saturdays, Sundays and Holidays shall be time and one-half. If Watchmen are required to work, they shall be paid the basic scale of wages. Watchmen, may, however, perform emergency work beyond the control of the Employer, at the Watchmen's rate of pay.

When conditions require, the employer and the Union may revise this Article to meet the requirements of a particular project.

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

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

The Apprentice rates as follows:

1<sup>st</sup> year 75% - full benefits/2<sup>nd</sup> year 85% - full benefits/3<sup>rd</sup> year 95%-full benefits

## **ARTICLE NO. 8**

A maximum of eight (8) hours shall constitute a day's work. The regular workday may be any eight (8) hour period between 6:00 a.m. and 4:30 p.m. The exact regular eight (8) hour day shall be agreed upon between the parties to this agreement. Lunch period shall be taken between the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) hours of the workday for thirty (30) minutes. Any changes should be discussed at the pre-job conference. Any employee, who is required to work through his meal period, shall be allowed a thirty (30) minute uninterrupted period to eat his lunch, and he shall receive an additional thirty (30) minutes of pay at the overtime rate. If this is not feasible, an employee who is required to eat while working shall receive one (1) hour pay at the overtime rate to compensate for the loss of their uninterrupted lunch. When men work their regular eight (8) hour day and continue to work two (2) hours past their regular quitting time, they shall be allowed thirty (30) minutes to eat their meal at the overtime rate of pay and thirty (30) minutes to eat additional meals at every four (4) hour intervals thereafter at the applicable overtime rate of pay.

All overtime work performed, Monday through Friday, shall be paid at the rate of time and one-half the regular rate. Work performed on Saturday shall be paid at time and one-half the regular rate of pay. Double time shall be paid on all Sundays, holidays, which are New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, Veterans Day, Labor Day, and all other holidays that may be proclaimed because of World War II. When Holidays fall on Sunday, they shall be observed the following Monday, Holidays shall be observed as prescribed by Federal Law. When conditions require, the Employer and the Union may revise the hours of work provision to meet the requirements of a particular project. Where the owner requires work to start outside of the normal work hours because of contractual requirement of business necessities, employees, who have not worked that day, shall receive premium pay of \$2.00 per hour over and above the regular rate of pay in lieu of the overtime rate. This provision for \$2.00 premium pay in lieu of the overtime rate shall only be applicable when it has been agreed upon by both parties to this agreement at a pre-bid or pre-job conference. After eight (8) hours of work at the premium rate these premiums shall be added to the regular rate to compute overtime pay.

### ARTICLE NO. 9

When two or three shifts are worked, 7 1/2 hours work shall constitute a full shift, and employees shall be allowed thirty (30) minutes for lunch with pay.

When shift work is started, it shall begin on the first day of the week (Monday) the two-shift work shall be continuous for eighty (80) hours.

The three-shift work shall be continuous for one hundred and twenty (120) hours, There shall be no deductions from the full weekly pay on shift work.

If shift work has started and shall be discontinued before the end of the week, the Employer shall have the choice of paying all men on the two or three shift work their full weekly pay at the regular rate of pay, or overtime for all shifts that have been actually worked, with all Men to receive the same number of shifts.

There shall be no deductions for holidays not worked on shift work, and the rate of pay for holidays shall be double time, if they are worked.

The first shift shall start at 8:00a.m., Lunch hour at 12:00 noon

The second shift starts at 4:00 p.m. / \$0.50 per-hour additional pay, Lunch hour 8:00 p.m.

The third shift starts at 12:00 a.m. / \$0.75 per-hour additional pay, Lunch hour 4:00 a.m.

When two ten hours shifts are worked, the hours shall be (1<sup>st</sup> shift) 8:00 a.m. to 6:00 p m and the (2<sup>nd</sup> shift) 6:00 p.m. to 4:00 a.m. There shall be one, one-half (1/2) hour lunch period, with pay which shall be four hours after the shift starting time. The last two hours of each shift shall be paid at the applicable overtime rate.

When two (2) twelve (12) hour shifts are worked, the first eight (8) hours of each shift --shall be paid at the straight time rate and the remaining four (4) hours shall be paid at the overtime rate. Lunch shall be for thirty (30) minutes every four (4) hours with pay and all other provisions pertaining to shift work Article shall prevail.

When men work their regular eight hour shift and continue to work two (2) hours past their regular quitting time, they shall be allowed thirty (30) minutes to eat their lunch at the overtime rate of pay and thirty (30) minutes to eat their lunch at four (4) hour intervals thereafter at the applicable overtime rate of pay.

When men are working on shift work that requires constant attention, they shall eat their lunch close enough to their work so they can take care of an emergency.

When conditions require, the employer and the Union may revise the shift work provisions to meet the requirements of a particular project



## **ARTICLE NO. 10**

Laborers shall provide the following personal hand tools and clothing as a condition of employment, rubber boots for concrete pours and working in water, steel toed and/or metatarsal boots where required, hard hat, rain suit, wrecking bar, claw hammer, pliers, adjustable wrenches, ruler, tape measure. Personal tools damaged/destroyed while under the employ of the contractor shall be replaced at the Contractor's expense. Tools will be replaced no later than the end of business the next day.

The employer shall be required to furnish all tools not listed above. On all cutting and welding equipment, jack hammers, drills, vibrators, dynamiting and blasting, and other hazardous machinery and equipment as a safety precaution, there shall be two (2) men.

The employer shall furnish a building to protect all from the elements of weather to eat and change clothes in. The contractor shall be required to provide all safety related items

## **ARTICLE NO. 11**

Foremen shall be required to possess a minimum of 1 year's membership in good standing in Local Union No. 397 as a condition of eligibility for appointment to such position. All foreman shall be approved by the Business Representative of the Union but the foreman shall be acceptable to the Contractor. All stewards shall be appointed by the Business Representative. The Business Manager may remove any Foreman/Steward as such, at any time. All men working under this agreement shall take their working instructions from their foreman. The men shall be furnished a building protected from all elements of the weather to change their clothes and eat their lunch. When three (3) or more laborers are employed, one (1) shall be a working foreman and when ten (10) laborers are employed, the working foreman shall become a non-working foreman. When two (2) or more foreman are employed on the same job and/or shift, one (1) shall be classified and paid (as described in Article No. 6 of this Agreement) as the General Foreman.

## **ARTICLE NO. 12**

The Business Manager or Field Representative of Local 397 shall have the right to visit any and all job sites in the performance of their duties.

No employees will be compelled to work on any job where the Representative is denied the privilege of interviewing employees while at work. When steward on any job is discharged, the Representative must be notified at once. No job can be stopped without the consent of the Business Representative or the Executive Board.

No member of the Union shall be subjected to disciplinary action by the Employer adversely affecting his employment or job status by reason of his refusal to work with non-union personnel. The steward shall report any irregularities on the part of the Employer or employees to the Business Representative. The steward shall not be discharged for the fulfillment of his duties to the Union and no employees shall be disciplined, suspended or discharge without just cause.

It shall be the duty of the foreman or the steward to report personally to both the Union and Employer any accident or injury sustained by workmen which may occur on the job or in connection with the performance of his assigned duties, and where such injury does occur, the steward shall attend personally and see to it that the injured employee is immediately given proper medical care or hospitalization and that the injured employee's family is notified, without loss of time or pay to the steward for such service.

The Contractor shall furnish ice water in sanitary containers with sanitary drinking cups, or provide drinking water through sanitary drinking fountains. The water shall be available on the job not later than one (1) hour after starting time.

No employee will be allowed to submit to a physical examination. The exception: Hazardous Waste, Asbestos, Lead and other environmental workers requiring physical examinations to perform this type of work shall be at the expense of the Employer with no loss of pay to the Employee.

There shall be no deductions from the employee's pay when he is required to receive medical treatment during his working hours, and the Employer shall furnish his necessary transportation.

### **ARTICLE NO. 13**

The Union may require one of the following:

- \$25,000 or more Surety Bond
- Irrevocable letter of credit from a reputable local financial institution
- Cashier's check in the amount not less than \$5,000.00

to be posted by the Employer and/or Employer's Subcontractors guaranteeing the payment of all wages and fringe benefits prior to the commencement of work.

### **ARTICLE NO. 14**

This Agreement shall bind all sub-contractors on work being done at the site of construction. Any Employer who sublets any Laborers' work on any project shall make this Agreement apart of the specifications when such work is sublet and will ascertain that this section is fully complied with and the Employer shall demand full compliance of historical area jurisdiction of Laborers Local 397.

### **ARTICLE NO. 15**

When an employee is discharged or laid off he must be paid immediately. Payment shall be by check. Upon mutual agreement between the Employer and the Union, the use of electronic payroll deposits (i.e. direct deposit) may be utilized.

The Employer shall pay the employee once every week on Friday. No more than three (3) days wages shall be kept back on a week's work, unless payroll is made up outside of Local397's jurisdiction. The Employer shall pay all expense on cashing payroll checks.

When an Employer lays off an employee, he must be notified not later than the regular quitting time on the same day; otherwise, if employee is not instructed and shows up on the job, the Employer must pay him four (4) hours wages and transportation for showing on the job.

### **ARTICLE NO. 16**

When employees start work at their regular starting time, they must be compensated (4) hours pay. Employees will not receive show-up time if work is not performed. If employees are requested to remain on the job, they shall be paid from the regular starting time and continue for not less than four (4) hours. When employees are instructed to report back to work after the first (4) hours they may do so, and if they report to work they shall be paid not less than four (4) hours pay for the afternoon. Where any employees have been employed for the first four (4) hours, and Employer does not require their service for the remaining four (4) hours, the Employer must notify employees not later than four (4) after the start time. Failing to do so, the Employer shall pay employees four (4) hours wages, or otherwise allow the employee(s) to finish out the day.

No employee will be allowed to take out any tools before the regular starting time, and shall be allowed the necessary time to put their tools away and change their boots. When conditions require, the Employer and the Union may revise this Article to meet the requirements of a particular project.

#### **ARTICLE NO. 17**

The Employers and the Union agree that starting thirty (30) days after the execution of this agreement, they shall hold monthly meetings between representative of the Employers and the Union. These meetings shall be held for the purpose of furthering harmonious industrial relations.

#### **ARTICLE NO. 18**

Adherence to all Federal and State Safety Laws and the Employer's Safety Policy, where not in conflict with such Federal and State Laws, shall be a condition of continued employment. It is not the intent of this provision to modify or change any other provision of this agreement.

Labor and management agree that it is in the best interest of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

#### **LABORERS POLICY STATEMENT**

We are firmly committed to the safe and efficient construction and operation of all projects. The safety and health of project employees and the quality of construction are a paramount concern. The use, possession or distribution of drugs in the workplace is inconsistent with the achievement of these objectives. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual employers may require employees to undergo drug screening by using the following procedures. This policy and following procedures are binding and are mutually agreed to by the parties to this Agreement.

Therefore: all contractors and laborers shall agree to the terms and conditions of the Southwestern Illinois District Council Drug Policy and the penalties established and set forth by the agreement as adopted May 1, 2007. This program is funded jointly by Employers and Employees.

A copy of the Drug Testing Policy is located in Appendix A of this agreement.

**ARTICLE NO. 19**

Should any provision of this contract be in conflict with or violate any existing State or Federal Law, then such provision shall be re-negotiated by the parties for the purpose of legalizing and validating same without adversely affecting any employee benefit including wages, hours and working conditions. Pending such legalization all other provisions of this contract shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect under all provisions of this contract not contrary to law.

The Employer and the Union agree that starting thirty (30) days after the execution of this agreement, they shall hold monthly meetings between representatives of the Employer and the Union. These meetings shall be held for the purpose of furthering harmonious industrial relations and discussing construction industry problems.

The parties further agree that one year after the effective date of this Agreement, upon sixty (60) days written notice by either party, the Agreement can be reopened for modification of working conditions only. Such modifications must be mutually agreed to, in writing, to become effective.

This agreement shall be effective on August 1, 2019 and shall remain in full force and effect through July 31, 2022 and shall automatically renew from year to year unless either party gives notice in writing to the other party sixty (60) days before the contract expiration date that it desires to terminate the agreement. Notice to modify the contract with respect to wages and hours given by either party shall not terminate the contract and shall not render the automatic renewal clause inoperative.

Furthermore: I the undersigned (EMPLOYER) do hereby acknowledge and agree with any future changes too Article No.3 of the current Collective Bargaining Agreement August 1, 2019 through July 31, 2022. I further agree that no negotiations are needed with regards to Article No. 3 changes only.

Local Union No. 397 of the LABORERS INTERNATIONAL UNION OF NORTH AMERICA of Granite City, Edwardsville, Highland, Madison, Venice, Nameoki, Mitchell, & Greater Madison County Illinois Vicinity and Townships.

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Telephone / Fax / Date

\_\_\_\_\_  
Laborers Local No. 397  
Bill Traylor, Business Manager  
518 Henry Street  
Edwardsville Illinois 62025  
Telephone (618) 656-4825 / (618) 876-4633 Fax: (618) 656-5084

# **APPENDIX A**

**TWELVE COUNTIES SOUTHWESTERN ILLINOIS  
LABORERS' DISTRICT COUNCIL  
(THE "DISTRICT COUNCILS")**

**SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM**

**POLICY**

**EFFECTIVE: MAY 1, 2007**

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**Employer**

**AND**

**TWELVE COUNTIES SOUTHWESTERN ILLINOIS LABORERS' DISTRICT COUNCIL  
(THE "DISTRICT COUNCILS")**

**SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM**

**ARTICLE 1  
PROGRAM OBJECTIVE**

The Associated General Contractors of Illinois, The Central Illinois Builders of AGC The Southern Illinois Builders Association, and the Southern Illinois Contractors Association, hereinafter called the "Associations" and other participating Employers who do not bargain through the aforementioned Contractor Association (Employers) and The Great Plains Laborers' District Council, The Southern and Central Illinois Laborers' District Council and Twelve Counties Southwestern Illinois Laborers' District Council, hereinafter called the "District Councils" are committed to establishing and maintaining a drug-free workplace for every employee, both those covered under the Collective Bargaining Agreement (CBA) and those employees not under the CBA. As such, the objective of this Substance Abuse Testing and Assistance Program (Program) is to provide consistent, fair, and manageable procedures for drug and alcohol testing of employees that will be accepted by participating Employers and job site Owners, and to maintain a central database of participating individuals in order to expedite their employment and access to the Owner's job site.

The purpose of the Program is to increase on-the-job safety and ensure high quality services and productivity to customers by denying job site presence to individuals whose abilities are impaired by drugs or alcohol and to the greatest extent possible, it is the objective of the District Councils, in coordination with the Local Unions, to provide and refer out drug-free Laborers to participating Employers. The types of testing conducted under this Program will involve enrollment, pre-access, random, post-accident/incident, reasonable cause/suspicion, periodic, return to work, and probationary status/follow-up testing. This program, along with the Member Assistance Program (MAP), will:

1. Help produce a safe, healthful and drug-free workplace for all employees;
2. Educate employers and employees on the signs, symptoms and consequences of substance abuse;
3. Improve workplace safety and reduce substance abuse-related injuries and property damage;
4. Reduce substance abuse-related absenteeism and tardiness;
5. Refer employees with substance abuse problems to appropriate care and assistance;
6. Deter individuals from bringing, possessing, using, distributing or having in their systems alcohol or other drugs on work time or premises;



7. Improve the image of our industry;
8. Improve productivity and service quality.

## ARTICLE 2 DEFINITIONS

As used in this Program, and unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine and the following terms shall have the following meanings:

1. **“Accident”** – Any event resulting in injury to a person requiring outside medical care or treatment or property damage to which an employee contributed as a direct or indirect cause.
2. **“Adulterated Test Result”** - The donor has tainted the specimen with a foreign contaminate, such as bleach, to prevent the detection by the laboratory of an illegal or controlled substance. An adulterated sample is considered an administrative positive and has the same consequences as a confirmed positive test result.
3. **“Alcohol”** – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.
4. **“Applicant”** – Any individual who will perform work and has been referred for hire by a Laborers’ Local Union and / or certain personnel as designated by the Employer (i.e. Superintendents, Foremen, etc.). As a condition of employment, all applicants must meet the applicable conditions of this Policy prior to employment.
5. **“Breath Alcohol Technician”** – A person trained to proficiency and certified in the use of Evidential Breath Testing device (EBT) in a DOT course.
6. **“Communicator”** – A Company and/or Union Representative(s) designated by the Company and/or Union to preserve the confidentiality of employee’s drug testing information.
7. **“Company Premises”** – Any and all property, facilities, land, parking lots, structures, and vehicles owned, leased, used or under the control of the Employer, and any job site to which the Employer assigns any Employee.
8. **“Diluted Test Result”** - A diluted test result means that the specific gravity of the specimen is 1.003 or less and the creatinine level is less than 20 mg/dl. The following are some of the causes for a diluted sample and the related procedures:

### Causes

- a. Dialysis or chemotherapy;
- b. A kidney or pancreas disorder requiring medical attention;

- c. The individual is attempting to flush out his system of illegal substances. This requires an enormous amount of water to be consumed over approximately twenty-four (24) hours prior to providing a sample. The normal consumption of liquids or consuming liquids prior to testing will not cause a sample to be diluted.

### **Procedures**

- a. A diluted specimen with a creatinine level of less than 20 mg/dl but greater than 5 mg/dl will require the employee to provide another sample within twenty-four (24) hours.
  - b. A diluted specimen with a creatinine level greater than or equal to 2 mg/dl, but less than or equal to 5 mg/dl will require the employee to provide another specimen within twenty-four (24) hours, under direct observation.
  - c. A diluted specimen with a creatinine level of less than 2 mg/dl will be ruled as a substituted specimen and will have the same consequences as a positive test result.
- 9. **“Employee”** – Any individual employed by the Employer who directly or indirectly performs work for a Customer.
  - 10. **“Employer”** – A Contractor who pays wages and benefits to an employee to directly or indirectly perform work for a Customer.
  - 11. **“Illegal/Unauthorized Drugs”** – Any drug that is illegal and/or the use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.
  - 12. **“Incident”** - An event which has all the attributes of an accident, except that no apparent or perceived harm was caused to person or property.
  - 13. **“Legal/Controlled Drugs”** – Any prescribed or over-the-counter drug, which has been legally prescribed / obtained and is being used for the purpose for which it was prescribed / manufactured.
  - 14. **“Medical Review Officer (MRO)”** - All urine samples confirmed, as non-negative by the laboratory shall be referred to a Medical Review Officer for interpretation and final confirmation. The MRO is a licensed physician who has knowledge of substance abuse disorders and has received the appropriate medical training to interpret and evaluate an individual’s positive test result as it relates to the Employee’s medical history and any other biomedical condition. The District Councils and the Associations have mutually chosen the MRO for this program.
  - 15. **“Negative Test Result”** - A negative result indicates that the alcohol level is below .04 BAC and/or an illegal/unauthorized substance below the levels as

described in this Program, has not been detected in the person's specimen by the laboratory.

16. **“Non-Negative Test Result”** – A non-negative test result is a laboratory test result that indicates a substance(s) in the individual's system but the result has not been confirmed as positive or negative by the MRO.
17. **“Not Consistent With Human Urine or Substituted Test Result”** - This test result is self-explanatory and is determined by the laboratory. A not consistent with human urine or substituted test result has the same consequences as a confirmed positive test result.
18. **“Positive Test Result”** - A positive test result indicates that the alcohol level is .04 BAC or above and/or the laboratory and MRO have confirmed an illegal/unauthorized drug(s) in the person's system as described in this Program.
19. **“Possession”** - Actual or constructive care, custody, control or immediate access to illegal or unauthorized drugs or alcohol.
20. **“Prohibited Substances and Items”** include:

Illegal or legal drugs that have not been legally prescribed for the individual and controlled substances, “look-alike”, designer and synthetic drugs and mood or mind altering substances;

  - a) Prescribed drugs used in a manner inconsistent with the prescription;
  - b) Alcoholic beverages; and
  - c) Substance paraphernalia in the possession of or being used by an employee on the job, excluding any substance or paraphernalia prescribed by a physician and being used in a manner consistent with the prescription.
21. **“Reasonable Cause”** – An employee's excessive tardiness, excessive absenteeism, poor job performance, and/or erratic behavior such as noticeable imbalance, incoherence, and disorientation. This definition is only illustrative and would lead a trained person to reasonably suspect that an employee is “under the influence” of intoxicating liquor or illegal (or misused prescription) drugs requiring an objective criteria be used.
22. **“Reasonable Suspicion”** - A belief based on objective and articulated written facts sufficient to lead a supervisor, who has received the proper training, to suspect that drugs and / or alcohol might influence an individual's behavior. **Reasonable Suspicion / Cause Documentation** should be utilized when an Employee is suspected of alcohol and / or drug use by actions, appearance or conduct, which constitutes a noticeable change in the person's appearance and / or behavior. Employees testing for reasonable suspicion shall have the right to have their Job Steward notified.

23. **“Safety Sensitive”** - An exposure to operations where failure could result in serious harm to public or employee well-being, company property, or the environment. Supervisors of company personnel are included.
24. **“Substance Abuse Professional (SAP)”** – A Substance Abuse Professional is a person who meets one of the following requirements:
- i. Is a licensed physician (Doctor of Medicine or Osteopathy)
  - ii. Is a licensed or certified social worker
  - iii. Is a licensed or certified employee assistance professional
  - iv. Is a Drug and Alcohol Counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium on Alcohol and other Drug Abuse (ICRC)

In addition to meeting one of the above requirements, a SAP must also have the basic knowledge and qualification training that meets the requirements as defined in 49 CFR, Part 40.281, Subpart O of the Federal Motor Carriers Safety Regulations.

25. **“Substance Testing”** – Drug and alcohol analysis by means of breath, urine, blood, and/or saliva.
26. **“Third Party Administrator” (TPA)** – Construction Data Services (CDS) is an independent third party professional organization that will implement and monitor the Program and its contents, including, but not limited to, pre-access testing; collection sites; random selection; random testing; auditing of program integrity; and updating and maintaining the Program to keep pace with current and developing trends in the field of substance abuse and testing.
27. **“Under the Influence”** - The presence of a **PROHIBITED SUBSTANCE** in body fluids or breath that affects the individual in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty in maintaining balance. “Under the Influence” for alcohol refers to a breath alcohol content of .04 or greater.
28. **“Unsuitable Test Result”** - The laboratory determines that the specimen contains a foreign contaminate or the individual has ingested fluids to mask the illegal/unauthorized drug but the levels are not in the range to legally determine if the specimen is adulterated or substituted. An unsuitable test result will require the individual to provide another sample under observation.
29. **“Worker Status”** - CDS will maintain a database of employees indicating their current status in the Program. A worker's status shall indicate his compliance or non-compliance with the Program's terms and conditions as follow:
- a) **Active Status:** employees who have been subject to and have complied with the Program's terms and who therefore are eligible for immediate placement without having to take another drug test.

- b) **Inactive Status:** employees who have missed a random test through no fault of their own (not willful), or who have had a diluted or unsuitable test result and need to be re-tested.
- c) **No Test Status:** employees who have not provided a drug test under this program. Employees with a No Test Status will be subject to a random selection over a thirty-six (36) month period at an annualized rate of thirty-three (33%) percent. After thirty-six months, all remaining employees with a No Test Status will be required to provide a drug test.
- d) **Pending Status:** employees who have provided a specimen but the final results have not been received from the laboratory and/or MRO. Also includes an employee's temporary inclusion in the database pending the receipt of a post-accident, enrollment or random test result. **An Employer cannot refuse a referred employee based on that employee being listed in "Pending Status", unless test is due to post-accident or reasonable suspicion.**
- e) **Random Status:** employees who have been selected for a random drug test and have not yet been tested. **An Employer cannot refuse a referred employee based on that employee being listed in "Random Status".**
- f) **Reinstate Status:** employees who have been suspended for violation of the Policy and must complete the reinstatement requirements prior to being returned to Active status.

### ARTICLE 3 PROGRAM STATEMENT

1. This is to notify all employees that the use, abuse, or reporting to work under the influence, bringing onto the worksite, the unlawful manufacture, distribution, possession, transfer, storage, concealment, transportation, promotion or sale of illegal and unauthorized drugs, controlled substances, alcoholic beverages or drug related paraphernalia by employees is strictly prohibited and is a violation of this Program and subject to disciplinary action, up to and including, immediate termination.
2. Employees using prescription medication, which according to their physician(s) has physical or mental side effects that could cause impairment on the job site, should report the medication to site supervision. Employees who report use of lawful medication as described above shall not be disciplined for use of same.
3. Each employee must acknowledge in writing his acceptance of the Program and provide consent to be tested for drugs and alcohol and authorize release of the results to Construction Data Services (CDS) (the Third-Party Administrator), Communicators, the clinic, the laboratory, the MRO and the Union. An example of such consent form is attached, though any form chosen by CDS may be used.

## ARTICLE 4 PROGRAM ADMINISTRATION AND AUDIT

The development, implementation and overall responsibility of this Program shall be the joint responsibility of the Employers and the Union.

CDS will provide the daily administration and management of the Program. CDS shall make testing records available so as to meet the requirements of federal, state and / or local agencies, the contractual requirements of Employers and upon request to the parties of a grievance initiated by the employee or Union.

To the extent that the District Councils promote, endorse, or are otherwise associated with the adoption and use of the CDS service in any employment context, CDS agrees to fully defend, hold harmless and indemnify The Twelve Counties Southwestern Illinois Laborers' District Council and their affiliated Local Unions and LECET Funds, The Associated General Contractors of Illinois, The Central Illinois Builders of AGC, Southern Illinois Builders Association, The Southern Illinois Contractors Association, The Masonry Institute, and Employer members and Communicators from any and all claims, damages, losses, lawsuits, verdicts, judgments, or other adverse consequences stemming from any action of CDS in respect to the work performance of its drug testing services, or any action or failure to act by any CDS employee, agent, or subcontractor under the operative Drug Testing Services Agreement to the fullest extent permitted by law.

CDS also will add the aforementioned parties as additional insured under any liability or liability by contract rider that it provides to Owners mandating or requiring drug testing services used under this Agreement. Furthermore, CDS agrees to provide the aforementioned parties with appropriate evidence of insurance coverage including certificates of insurance and liability policy riders in amounts sufficient to cover the potential loss and acceptable to the contracting parties in the local area.

## ARTICLE 5 MEMBER ASSISTANCE PROGRAM (MAP)

The Program recognizes that chemical dependency and other medical behavioral conditions are highly complex problems, which often can be successfully treated. Each employee is responsible for seeking help before an alcohol or drug problem leads to disciplinary action. The employee's decision to seek assistance (Self-Referral) prior to a violation of the Program will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. Employees are encouraged to contact their Health and Welfare Program or the Midwest Region Laborers' Health and Safety Fund for assistance.

## ARTICLE 6 TRAINING AND EDUCATION

1. Designated employees of the Employer and/or Union ("Communicators") will be provided training and education in their responsibilities and administration of the Program by CDS. The time and location of such training and education shall be determined by mutual agreement between CDS, the Employer and the Union.
2. CDS will provide training and education to supervisory personnel responsible for determining whether an employee must be tested based on reasonable cause/suspicion. Training shall cover

the specific, contemporaneous physical, behavioral and performance indicators of drug and / or alcohol abuse.

## ARTICLE 7 SUBSTANCE ABUSE TESTING PROTOCOLS

Employees will be required to undergo substance abuse testing to determine the use of any illegal or unauthorized drug, alcohol or substances prohibited by the Program.

- A. CONFIDENTIALITY:** An employee's expectation of privacy and confidentiality is a top priority of this Program. Accordingly, all testing records will be considered confidential and will only be released upon written consent of the employee, except that such information will be released, regardless of consent, upon issuance of a subpoena compelling release of such information from a duly situated and authorized administrative or judicial forum, to Workers Compensation carriers and the Unemployment Compensation Commission in which the test results are a material issue or the parties of a grievance initiated by the employee or Union in which the test results are a material issue.
- B. SAMPLE COLLECTIONS:** Certified Collection Specialists and Breath Alcohol Technicians will collect all samples, utilizing Substance Abuse and Mental Health Services Administration (SAMHSA) procedures to insure both proper chain of custody protocols and employee confidentiality. All samples will be collected with concern for each employee's personal privacy, dignity, and confidentiality. CDS will provide the following three (3) options for substance abuse collections:
- 1. Mobile On-Site Collections:** CDS certified collectors may be available to conduct the substance abuse collections at the job site or the Employer's office
  - 2. Clinical Collections:** CDS has made arrangements with clinical collection sites throughout the state of Illinois for testing of employees. These collection sites consist of Quest Diagnostics Laboratory facilities, hospitals and occupational medicine facilities.
  - 3. CDS Office Collections:** If practical and feasible, CDS will consider establishing additional offices throughout the state of Illinois, which would provide other options for testing of workers.
  - 4.** In the event the urine specimen collection process has started and the employee fails to produce a sufficient amount of urine in order for analysis to be performed, before the collection process can be deemed as a refusal to take a required drug test, the procedures as described in 49 CFR part 40.193 Subpart I of the Federal Motor Carrier Safety Regulations must be followed.
- C. TYPES OF TESTING TO BE CONDUCTED:** The following types of testing will be conducted by use of urine, blood, saliva or breath:
- 1. Enrollment Testing:** New prospective employees are subject to drug and alcohol testing to ascertain whether an applicant is capable of safely

performing the duties and meeting the prerequisites of the employment offered.

2. **Pre-Access Testing:** Employees shall remain subject to the testing requirements of the Customer for which they are working unless otherwise excluded by the Customer.
3. **Grandfathering:** The Company can “grandfather in“ workers who provided a negative drug and/or alcohol test within the previous ninety (90) days when the previous negative drug and alcohol test result **meets or exceeds** the standards of this Program as verified by CDS.
4. **Random Testing:** Employees and all individuals on Local Union Referral Lists shall be subject to unannounced random drug testing. Random selections will be made twelve times a year at an annualized rate of twenty-five (25%) percent. The Program may select a higher percentage of total participants during the months of March through October of each year. Random selections will be made by use of a computer generated numerical program designed to ensure that no employee can be singled out. A random test will be required of individuals who have not been tested within a thirty-six (36) month period from the last test date. Upon notification of workers selected for random testing, the Union Communicator shall, within twenty-four (24) hours, notify the Employer Communicator of individual(s) selected for testing. The Employer Communicator shall locate and notify the employee / member within seventy-two (72) hours. Once the Employer Communicator notifies the employee / member, the employee / member is required to immediately contact the Union Communicator to verify that he has been notified. Within eight (8) hours or prior to the end of the shift, the employee / member should then report to a collection site for testing. It shall be the Employer’s responsibility, if so desired, to obtain written verification showing date and time of notification, via employee signature, to substantiate Employer’s compliance regarding notification.
5. **Post-Accident / Incident Testing:** Employees shall be required to take a drug and alcohol test after having been involved in, or after causing, an accident or incident, which caused or could have caused personal injury or damage to equipment or property. Testing of employees will be consistently/equally applied to all employees. Drug and alcohol testing by use of blood will only be used for post-accident/incident testing and only when the employee is physically unable to provide a normal urine drug and/or breathe test.

If testing under this policy is ever required of an employee who is in need of medical attention, necessary medical attention will not be delayed in order to collect the specimen. However, such an employee shall promptly, upon request, provide the necessary authorization for obtaining hospital reports and records and any other information at the time the need for medical attention and/or testing arose.

The Company will make transportation arrangements for any employee to be tested following the mandatory guidelines of the Department Health and



Human Services (DHHS). The potentially affected employee should not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity enroute to the collection site for the employee to ingest anything that could affect the results.

6. **Reasonable Suspicion/Cause Testing:** Employees will be subject to a drug and alcohol test based on reasonable and articulated belief that an employee is using or has recently abused drugs, alcohol or substances prohibited by this Program. A decision to test will be based on specific physical, behavioral or performance indicators and documented by a Supervisor who has received training in the detection of possible symptoms of drugs and alcohol use and must be witnessed by a second supervisor.

During the process of establishing reasonable cause for testing, the employee has the right to request that his on-site representative (Job Steward) be notified.

The Company will make transportation arrangements for any Employee to be tested following the mandatory guidelines of DHHS. The potentially affected employee should not be allowed to proceed alone to or from the collection site. In addition to the safety concerns for the employee, accompanying the employee also assures that there is no opportunity enroute to the collection site for the employee to ingest anything that could affect the results.

7. **Periodic Testing:** A test will be required of individuals who have not been tested within a thirty-six (36) month period.
8. **Return To Work, Post Treatment, Rehabilitation Testing:** Employees shall be required to successfully pass a drug and alcohol test upon release from an approved rehabilitation and/or assessment program prior to being returned to work.
9. **Probationary Status / Follow-up Testing:** Individuals who have previously tested positive for drugs and/or alcohol and upon completion of the Reinstatement Requirements of the Program will be subject to additional random testing for a period of up to twenty-four (24) months at an annualized rate of fifty (50) percent. During this period, the Program has the right to conduct six of these additional random tests in the first twelve (12) months.
10. **Retest:** Individuals receiving a confirmed positive test result shall have the right to request that their **original sample** be retested by a SAMHSA certified laboratory of their choice. The request must be made to the MRO within twenty-four (24) hours of the notification of a confirmed positive test. The employee requesting the retest shall pay the initial cost for a retest in advance to the MRO.

In the event that said retest should prove to be negative, the employee shall be reimbursed for the cost of the test, paid any back wages lost, and made re-eligible for hire if work is available or reinstated as an employee provided work is available with the Employer.

**11. Federally Mandated Testing:** Any employee, for whom testing is mandated under a Federal Substance Abuse Testing Program, will remain subject to such testing notwithstanding the requirements of this Program.

**D. SPECIMEN ANALYSIS:** All samples collected under this program will be analyzed by a SAMHSA certified laboratory, and shall include an initial Enzyme Multiplied Immunoassay Screening Test (EMIT) and, when necessary, confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) Confirmation Test. Said testing must screen, at a minimum, for the following substances and below the following levels to result in a negative test:

<u>Drugs Tested</u>	<b>(EMIT) Initial Test Cut-Off Level (ng/ml)</b>	<b>(GC/MS) Confirmation Test Cut-Off Level (ng/ml)</b>
Amphetamines	1000	500
Barbiturates	300	200
Benzodiazepines	300	200
Cannabinoids (Marijuana - THC)	50	15
Cocaine Metabolite	300	150
Methadone	300	200
Methaqualone	300	200
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Propoxyphene	300	200
Breath/Blood Alcohol Content (BAC)	.04%	.04%

1. **The Program shall have the right to change the drugs tested, the cut-off levels and the analysis procedures as new technology in substance abuse testing warrants.**
2. **Workers who provide two (2) subsequent diluted test results under this Program will be required to seek medical assistance to determine if there is a valid medical reason for the diluted results. If a medical reason cannot be determined or if the worker refuses to seek medical assistance, the third (3<sup>rd</sup>) test and all remaining tests (if necessary) will be at the individual's expense.**
3. **Any worker who provides an unsuitable test result will be required to have subsequent drug tests observed.**
4. **Blood, saliva or breath screen tests are acceptable for alcohol testing.**
5. **Saliva screening for alcohol will utilize the QED-A150, which gives a quantitative reading (a range of alcohol from 0 – 150 mg/dl). If the QED-A150 registers any level equal to or greater than 20 mg/dl (.02%), then a DOT-approved Breath Alcohol Test will be performed. A screening level less than 20 mg/dl (.04%) is considered negative.**

**E. RECORD KEEPING:** Hard copy testing results shall be maintained by the TPA for the following specified periods:

- Negative test results will be maintained for one (1) year
- Positive test results will be maintained for five (5) years
- Rehabilitation records will be maintained for five (5) years.

## ARTICLE 8 POLICY VIOLATIONS

**1) The following are consequences for violation of the Policy (The consequences for violation under The Illinois Laborers' & Contractors' Joint Apprenticeship & Training Program Substance Abuse and Drug Testing Apprentice Policy will supersede this Policy when an apprentice is tested under this Policy):**

- a) *First Violation of Policy:*** An employee who tests positive for the first time will be ineligible for employment for fourteen (14) days from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- b) *Second Violation of Policy:*** An employee who tests positive for the second time will be ineligible for employment for forty-five (45) days from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- c) *Third Violation of Policy:*** An employee who tests positive for the third time will be ineligible for employment for six (6) months from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- d) *Violations of the Policy Greater than Three:*** Each positive result greater than three will result in an additional one year ineligible period for each violation from the date that he/she was notified by the MRO. The reinstatement requirements must be satisfied prior to returning to work.
- e)** An employee's failure to comply with any provisions of the Program shall be cause for disciplinary action, up to and including, immediate termination and / or removal from Local Union(s) Referral List(s).

**2) Determination for Violation of Policy:**

1. A confirmed positive drug and / or alcohol test result.
2. Failure or refusal to sign Notice of Policy and Consent to be tested.
3. Failure to contact the Medical Review Officer as directed.
4. Failure to report as directed for testing.
5. The use, possession, sale or distribution of alcohol or a controlled illegal or unauthorized substance, or the presence of any employee in the workplace with such ingested substances for non-medical reasons.
6. Working, reporting to work, being in the workplace, or in a Customer / Employer owned, leased or rented vehicle while "Under The Influence" of alcohol (.04 BAC or greater).

7. Switching, adulterating, or attempting to tamper with any sample submitted for drug or alcohol testing, or otherwise interfering or attempting to interfere with the testing process.
8. Refusal to submit a specimen for testing will be viewed as a positive test and will carry with it the same consequences as specimens tested and confirmed as positive.
9. The use of a controlled substance by an individual other than the individual for whom the controlled substance was prescribed or the abuse of a controlled substance by the individual for whom it was prescribed.

### **3) Confirmed Positive Test Results:**

#### **A. MEDICAL REVIEW OFFICER NOTIFICATION (MRO)**

After the reporting of a non-negative test by the laboratory, it will be necessary for the MRO to speak with the employee to allow the individual the opportunity to provide documentation for any legal/controlled drug(s). Employees who fail to contact the MRO within two (2) days of their notification will be reported as a non-contact positive, and will carry the same consequences as a confirmed positive test.

#### **B. ILLEGAL AND/OR CONTROLLED SUBSTANCES**

Any employee who receives a confirmed positive test result for a substance prohibited by the Program will be subject to disciplinary action, up to and including, immediate termination.

#### **C. ALCOHOLIC OR INTOXICATING BEVERAGES**

The following actions of an employee that involve alcoholic beverages are prohibited by the Program and any violation thereof and the employee will be subject to disciplinary action, up to and including, immediate termination:

- a. The consumption, possession, manufacture, distribution, use or sale of any alcoholic beverage while on or in the workplace is prohibited.
- b. The performance or attempted performance of any job function or the operation of any Owner and/or Employer property or equipment while "Under the Influence" of Alcohol.
- c. An alcohol test and confirmation result of .04 BAC or greater.

### **4) Reinstatement Requirements:**

An individual with a confirmed positive test result cannot return to work until all of the following conditions are satisfied and if work is available:

1. The Substance Abuse Professional (SAP) notifies CDS in writing that the individual has completed or is actively participating in a Program/Company approved drug and/or alcohol assessment, treatment, and/or counseling program and that the individual is released to return to duty.

2. The employee agrees prior to returning to work to submit to a drug and alcohol test through CDS to determine the existence of foreign substances and alcohol within the system and such test is negative. The employee will be responsible for all costs incurred for this drug and alcohol test.
3. The individual agrees in writing to CDS to continue the prescribed treatment, counseling or rehabilitation as required by the SAP. If the individual does not complete the required treatment, he/she will be subject to disciplinary action, up to and including immediate termination.
4. The individual agrees to be subject to Probationary Status/Follow-up Testing.

#### **5) Probationary Status/Follow-up Testing:**

Upon completion of the reinstatement requirements, individuals will be subject to additional random testing at an annualized rate of fifty (50) percent for a period of up to twenty-four (24) months. During this period, the Program has the right to conduct six of these additional random tests in the first twelve (12) months. Any and all additional tests performed during the Probationary Status / Follow-up Testing period will be at the employee's expense.

### ARTICLE 9 GRIEVANCE

All aspects of this Policy and Program shall be subject to the grievance procedure of the applicable Collective Bargaining Agreement.

### ARTICLE 10 COST OF COLLECTION AND TESTING

1. The contributions to Laborers' – Employers' Cooperation and Education Trust Funds by signatory Employers will be used to fund this Program. CDS, as the Third Party Administrator, shall submit an itemized statement for the number of tests performed under this Program each month.
2. Any employee who loses time from working in order to provide a specimen(s) for drug and alcohol testing related to random, post-accident or reasonable cause will be paid wages and benefits by the Employer for the actual time lost until the end of the regular shift, only if employee is released during his regular scheduled working hours and if the test results are negative. No wages or benefits will be paid for enrollment testing.
3. Employers failing to give notice to an employee to report for a random drug test when so notified shall be required to pay an amount equal to four (4) hours of wages and benefits for each employee that is not so directed at the wage and benefit rate as set forth in current Wage Addendums and made part of the Agreement; such amount shall be payable to the relevant LECET Fund. It shall be the Employer's responsibility, if so desired, to obtain written verification showing date and time of notification, via employee signature, to substantiate Employer's compliance regarding notification.

