

## **ADDENDUM NO. 1:**

Issued to All Bid Document Holders of Record, SIBA, and SCCTD.ORG

Date: December 6, 2022

This Addendum forms a part of the Contract for the subject project. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

### **BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT AND GENERAL REQUIREMENTS:**

1. SECTION 00 01 10 – TABLE OF CONTENTS
  - PAGE 2 – Added 00 80 00 Project Labor Agreement and 00 80 01 Project Labor Agreement for Development and Construction in Illinois
2. SECTION 00 11 13 – ADVERTISEMENT FOR BIDS
  - PAGE 2 – Added paragraph discussing requirement for IDOT prequalification for Contractors working within IDOT right-of-way.
3. SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS
  - PAGE 1 – Added 1.25 Work Within State Right-Of-Way to 1.01 SECTION INCLUDES
  - PAGE 11 – Added language for 1.25 WORK WITHIN STATE RIGHT-OF-WAY
4. SECTION 00 54 23 – POST BID SUBMITTALS
  - PAGE 1 – Added C. Section 00 80 00 – Project Labor Agreement to 1.02 RELATED SECTIONS
  - PAGE 2 – Added 00 80 01 Project Labor Agreement for Development and Construction in Illinois to table under 1.03 POST-BID SUBMITTALS
5. SECTION 00 80 01 – PROJECT LABOR AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION IN ILLINOIS
  - PAGES 1 to 20 – Added Section 00 80 01 in its entirety

### **CLARIFICATIONS:**

1. No updates to the bid opening date or other contract documents will be required with this addendum.

### **ATTACHMENTS:**

1. Revisions as noted above.

**ACKNOWLEDGEMENT**

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Solicitation, Acceptance and Award Form (Section 00 52 13, Block 11), and by attaching this Addendum to his Bid.

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions, and stipulations set forth herein.

Bidder: \_\_\_\_\_

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

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

END OF DOCUMENT

**00 70 00      Conditions of the Contract**

- 00 72 13      General Conditions
- 00 73 02      IDOT Clauses
- 00 73 03      Supplementary Conditions
- 00 73 04      Performance and Payment Bonds
- 00 73 05      Certifications and Other Forms
- 00 73 16      Insurance Requirements
- 00 73 16.13      Indemnification
- 00 73 36      Equal Employment Opportunity  
Requirements
- 00 73 39      Disadvantaged Business Enterprise  
(DBE) Requirements
- 00 73 43      Wage Requirements
- 00 73 46      Wage Determination Schedule

**00 80 00      Project Labor Agreement**

- 00 80 01      Project Labor Agreement for  
Development and Construction in  
Illinois

IDOT Prequalification is required for all contractors completing work within IDOT right-of-way. Contractors completing work within IDOT right-of-way shall be prequalified by the Illinois Department of Transportation for the specific type of work to be performed. Additional information is provided in Section 00 21 13 Instructions To Bidders.

It is the policy of the St. Clair County Transit District that Disadvantaged Business Enterprises (DBE) shall have an equal opportunity to participate in the performance of contracts. St. Clair County Transit District has established a project goal of 25% of the awarded contract sum for DBE participation.

A bid guarantee in the amount of five percent (5%) of the bidder's Total Bid Price must accompany a bid to ensure that the bidder will honor its bid upon acceptance.

Bidders that wish to bid on this project must be registered with the Illinois Department of Human Rights (IDHR) by filing an Employer Report Form (PC-1) with the IDHR Public Contracts Unit (PCU). Additional information is provided in Section 00 20 00 Instructions for Procurement.

## SECTION 00 21 13

### INSTRUCTIONS TO BIDDERS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- 1.02 Related Sections
- 1.03 Bid Submission
- 1.04 General Requirements
- 1.05 Project Numbers
- 1.06 Description of Work
- 1.07 Timetable
- 1.08 Bid Documents, Identification and Submittal Requirements
- 1.09 Information Available to Bidders
- 1.10 Duration of Bid
- 1.11 Contract Time
- 1.12 Investigation of Conditions
- 1.13 Bidding Requirements
- 1.14 Evaluation and Award
- 1.15 Experience and Financial Responsibility
- 1.16 Pre-Contract Costs
- 1.17 Ineligible Bidders
- 1.18 Bid Analysis
- 1.19 Contract Form
- 1.20 DBE and AA/EEO Requirements
- 1.21 DBE Goal
- 1.22 Bid Submittals for DBE Participation Determination
- 1.23 Successful Bidder
- 1.24 Approved Equal
- 1.25 Work Within State Right-Of-Way

##### 1.02 RELATED SECTIONS

- A. Section 00 22 01 – Bid Guarantee
- B. Section 00 40 00 – Procurement Forms and Supplements
- C. Section 00 72 13 – Conditions of the Contract
- D. Section 00 73 43 – Wage Rate Requirements
- E. Section 01 29 76 – Progress Payment Procedures

1. Meet the salient physical, functional or performance characteristic specified in the solicitation; and
2. Clearly identify the item by brand name, if any, and make or model Number; and
3. Include descriptive literature such as illustrations, drawings or a clear reference to previously finished descriptive data or information available to the Transit District; and
4. Clearly describe any modifications the Bidder plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

St. Clair County Transit District will evaluate “equal” products on the basis of information furnished by the bidder or identified in the bid and reasonably available to the Transit District. St. Clair County Transit District is not responsible for locating or obtaining any information not identified in the bid.

Unless the bidder clearly indicates in its bid that the product being offered is an “equal product, the bidder shall provide the brand name product referenced in the solicitation.

#### **1.25 WORK WITHIN IDOT RIGHT-OF-WAY**

All Contractors who perform work within IDOT right-of-way shall be prequalified by the Illinois Department of Transportation for the specific type of work to be performed in accordance with the Rules for Prequalification of Contractors. The Contractor(s) performing work shall be required to provide a copy of their Certificate of Eligibility as evidence of their competence. Certificate(s) of Eligibility for each contractor who will perform work within IDOT right-of-way must be provided prior to bid award. If a Contractor is not prequalified by IDOT at the time of bid submission, a prequalification application and forms currently submitted to IDOT for review must accompany the bid package. (IDOT prequalification approval process is 4-6 weeks). Prequalification information can be obtained at:

<https://idot.illinois.gov/doing-business/procurements/construction-services/index>.

#### **PART 2 PRODUCTS**

**NOT USED**

#### **PART 3 EXECUTION**

**NOT USED**

**END OF SECTION 00 21 13**

**SECTION 00 54 23**

**POST BID SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

Post Bid Submittals

**1.02 RELATED SECTIONS**

- A. Section 00 40 00 – Procurement & Contracting Requirements
- B. Section 00 72 13 – Conditions of the Contract
- C. Section 00 80 00 – Project Labor Agreement
- D. Section 01 35 23.13 – Project Safety Requirements For Work on or Adjacent to an Active Railroad
- E. Section 01 33 01 – Submittal Procedures
- F. Section 01 45 16 – Field Quality Control Procedures

**1.03 POST-BID SUBMITTALS**

The Post Bid Submittals list was developed to serve as a guideline to assist the Contractor in identifying post-bid submittals addressed in this Contract; however, this checklist may not be all inclusive. Therefore, it is the Contractor’s responsibility for ensuring compliance with the requirements as stipulated in this Contract.

Section	Article	Item	Due Date	Submit To
00 43 03		DBE Subcontract Agreements	Within 10 days of execution	CM
<b>As Applicable</b>	<b>As Applicable</b>	Certificate of Insurance	10 days after Notice of Intent to Award	CM
00 72 13		List of Subcontractors and Material Suppliers	10 days after Notice of Intent to Award	CM
00 72 13		Resume of Superintendent	At Pre-Construction Conference	CM
00 73 03		Contractor’s Authorized Representative	At Pre-Construction Conference	CM
00 73 04		Performance and Payment Bonds	10 days after Notice of Intent to Award	CM

00 80 01		Project Labor Agreement for Development and Construction in Illinois	10 days after Notice of Intent to Award	CM
01 33 01		Schedule of Values	10 days after Notice of Intent to Award	CM
01 33 01		Preliminary Construction Schedules	30 days after Notice of Intent to Award	CM
01 35 23.13		Resume of Safety Representative	10 days after Notice of Intent to Award	CM
01 35 23.13		Contractor's Safety Program	At Pre-Construction Conference	CM
01 33 01		Product Data From Manufacturer	15 days after Notice to Proceed	CM
01 33 01		Shop Drawings	15 days after Notice to Proceed	CM
01 33 01		Manufacturer's Certificates	When required in Individual Specification Sections	CM
01 45 16		Field Quality Control Procedures	Prior to Pre-Construction Conference	CM

CM – Construction Manager

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END OF SECTION 00 54 23**



## **SECTION 00 80 01**

### **PROJECT LABOR AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION IN ILLINOIS**

**1.01 This Agreement must be signed by the successful bidder prior to Contract award. Failure to execute the Agreement will render the successful bidder as non-responsive.**

## PROJECT LABOR AGREEMENT FOR DEVELOPMENT AND CONSTRUCTION IN ILLINOIS

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_ and the Southwestern Illinois Building Trades Council for and on behalf of its affiliates, hereinafter referred to as the “Union”. This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the St. Clair County MetroLink Extension Shiloh-Scott to MidAmerica St. Louis Airport – Facilities – Double Track.

### 1.01 INTENT AND PURPOSES

- A. This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: Facilities - Double Track

- B. It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements.
- C. The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the Southwestern Illinois Building Trades Council and the applicable employers association, if any. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary. Upon written notice from any fringe benefit fund, the St. Clair County Transit District will withhold payment of delinquencies occurring on this project from the involved Prime Contractors.
- D. The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Southwestern Illinois Building Trades Council

(S.I.B.T.C.) Affiliate signatory to this Agreement expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity are agreed upon by the bargaining parties.

- E. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.
- F. This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates or subsidiaries.
- G. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.
- H. Items specifically excluded from the scope of this Agreement include but are not limited to the following: No items are excluded.
- I. The provisions of this Project Agreement shall not apply to the Agency or its designated representatives, and nothing contained herein shall be construed to prohibit or restrict the Agency or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.
- J. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.
- K. It is understood that the liability of any employer and the liability of the separate unions under this Agreement shall be several and not joint. The unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

## 1.02 RECOGNITION

The Contractor recognizes the S.I.B.T.C. and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. S.I.B.T.C. affiliates signatory to this Agreement will have recognition on the project for their craft.

## 1.03 ADMINISTRATION OF AGREEMENT

- A. In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, S.I.B.T.C. Representatives and all signatory parties prior to the start of any work on the project.
- B. Representatives of the Contractor and the Unions shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.
- C. The Contractor shall make available in writing to the Unions and Council no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

## 1.04 HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

- A. The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the S.I.B.T.C. shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.
- B. All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each craft's current Collective Bargaining Agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

1. Fringe benefit payments for all overtime work shall be paid in accordance with each craft's current Collective Bargaining Agreement.
- C. Shift work, if used, shall be as provided in the Collective Bargaining Agreement of each affected craft.
- D. Recognized Holidays shall be as follows; New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (*to be celebrated on November 11*), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager.

#### 1.05 ABSENTEEISM

- A. The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

#### 1.06. MANAGEMENT RIGHTS

- A. The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the Unions Collective Bargaining Agreement.

#### 1.07 GENERAL WORKING CONDITIONS

- A. Employment begins and ends at the project site, to be determined at the Pre-Job Conference.
- B. Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.
- C. The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.
- D. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any

work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

- E. Crew Foreman shall be utilized as per the existing Collective Bargaining Agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.
- F. The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.
- G. Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.
- H. The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.
- I. It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendors personnel in supervising the setting of the equipment, making modifications and final alignment, which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.
- J. In order to promote a harmonious relationship between the equipment or vendors personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Unions of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

#### 1.08 SAFETY

- A. The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

1. These rules and regulations will be published and posted at conspicuous places throughout the project.
- B. In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a Project site to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the S.I.B.T.C. or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

#### 1.09 SUBCONTRACTING

- A. The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

#### 1.10 UNION REPRESENTATION

- A. Authorized representatives of the S.I.B.T.C. and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.
- B. Each S.I.B.T.C. affiliate which is a party to this Agreement, shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.
- C. The working steward will be paid at the applicable wage rate for the job classification in which he is employed.
- D. The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

## 1.11 DISPUTES AND GRIEVANCES

- A. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.
- B. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.
- C. Any question or (dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

- (b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to



Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established, herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

D. The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

#### 1.12 JURISDICTIONAL DISPUTES

A. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

- B. All jurisdictional disputes between or among Building and Construction Trades Unions and employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.
- C. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractors assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- D. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

#### 1.13 WORK STOPPAGES AND LOCKOUTS

- A. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the S.I.B.T.C., its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.
- B. The S.I.B.T.C. and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the Project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.
- C. No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of no less than ninety (90) days.
- D. Neither the S. I. B.T.C. or its affiliates, shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the S. I. B.T. C. will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this

Article. The S.I.B.T.C. in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

- E. In lieu of any action at law or equity, any party shall institute the following procedure when breach of this Article is alleged, after all involved parties have been notified of the fact.
1. The party invoking this procedure shall notify Bi-State Development Agency whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
  2. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.
  3. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
  4. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
  5. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given

to the other party. In the proceeding, to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith, are hereby waived by parties to whom they accrue.
7. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

1.14 GENERAL SAVINGS CLAUSE

- A. If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable, shall not be affected thereby.

1.15 TERM OF AGREEMENT

- A. This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

**IN WITNESS WHEREOF**, the respective duly authorized representatives of the parties hereto

have executed this Agreement on the date set forth opposite their respective signatures.

Date: \_\_\_\_\_  
\_\_\_\_\_ (Contractor Representative)

\_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Firm's Address)

\_\_\_\_\_

\_\_\_\_\_

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

Eric Oller, Exec. Sec.-Treas.  
Southwestern Illinois Building &  
Construction Trades Council  
2A Meadow Hgts. Professional Park  
Collinsville, IL 62234

ATTACHMENT A  
LETTER OF ASSENT

All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work:

(Contractor Letterhead)  
(Name of Owner)  
Office of Owner Representative  
Attn: \_\_\_\_\_

RE: Facilities – Double Track – Construction Project Agreement

Dear Sir

Pursuant to Article 1.01, Intent and Purposes, of the above reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement for Development and Construction in Illinois, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article 1.01, Paragraph 1, of the Agreement.

Sincerely,

(Name of Contractor or Subcontractor)

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

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

## ATTACHMENT B

### **DRUG ABUSE PREVENTION, DETECTION & AWARENESS PROGRAM FOR MEMBERS OF UNIONS WITHIN THE SOUTHWESTERN ILLINOIS AND ST. LOUIS BUILDING & CONSTRUCTION TRADES COUNCIL OF AFL-CIO**

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 of paramount concern. The use, possession, or distribution of drugs in the Work place is inconsistent with the achievement of these objectives. There being a delicate balance existing between safety, health, efficiency and the interest of worksite employees' right to privacy, this program recognizes that the union and the employer will not intrude into the off duty lives of workers or their right to privacy. The sole purpose of this policy is the elimination of impairment at the job site. It is recognized that on job impairment is often caused by underlying physical or emotional problems. For that reason, this program includes a drug and alcohol awareness orientation at their pre-employment screening. 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, mutually agreed to by the parties to this agreement.

1. It is understood that the use, possession, transfer or sale of illegal controlled substances is absolutely prohibited while employees are on the employer's job premises, or while working on any site in connection with work performed under the applicable agreements.
2. An employer or owner may declare a job site to be a drug testing site for all employees working on that site. If declared a drug testing site, all building trades persons must be tested before beginning work.
3. All employees will undergo tests for the following controlled substances:
  - A. Amphetamines
  - B. Barbiturates
  - C. Benzodiazepines
  - D. Cocaine
  - E. Opiates
  - F. THC (Marijuana/Canabinoids)
  - G. Methadone
  - H. PCP

This program does not prohibit the use or possession of any medication prescribed by the employee's physician, or any over-the-counter medication.

4. An Employer may require a fitness for duty determination for the following reasons:

Accidents - Employee involvement in accidents causing property of \$4,400 or more or serious personal injury shall be grounds for requesting testing for alcohol or controlled substances to determine fitness for duty.

Observed Behavior (Objective Criteria) - The supervisor is responsible for making an initial assessment as to whether an employee is "Fit for Duty." Such a

determination should be based on the supervisor's objective observation of an employee's ability to perform all duties safely and efficiently as well as the employee's conduct and attendance. In making this determination, the supervisor is not "diagnosing" but merely noting "behaviors." In some instances, an illness or disease may mimic the symptoms of alcohol or substance abuse. The company will not tolerate the use of this policy to harass or intimidate employees.

Patterns and Indications of a Substance Abuse Problem - The following lists some of the most commonly observed signs that an employee may not be fit for duty. These signs may be considered "for-cause" events which will justify assessment for fitness for duty under this policy. This list is not all inclusive. Supervisors may observe other signs and symptoms similar to these that may prompt a request for a fitness for duty assessment.

General

1. An accident
2. Erratic behavior
3. Sudden mood swings
4. Excessive risk taking
5. Poor cooperation
6. Customer complaints
7. Frequent tardiness
8. Excessive absence, Monday/  
Friday, payday
9. Frequent mistakes
10. Lack of energy or strength
11. Declining performance
12. Poor quality or quantity of work
13. Unexplained absences

Specific

1. Dilated or constricted pupils
2. Glassy or reddened eyes
3. Flushed face
4. Slurred speech
5. Alcohol or marijuana on the breath
6. Staggering or unsteady gait
7. Stumbling or falling
8. Abusive Speech

If the supervisor determines that the employee is not fit for duty and after a job steward or another union member has been contacted and observed the employee in question, the following assessment procedure should be used.

Procedures to be followed by a supervisor once it has been determined that a fitness for duty assessment is necessary.

It is very important that a supervisor observing signs that an employee is not fit for duty should ask another supervisor to observe the employee for corroboration of the behavioral characteristics. All of the observing supervisors must have successfully completed training in a Fitness for Duty Policy Administration.

The supervisor should remove the employee from the worksite where a confidential meeting can occur. If more than one employee is involved, they should be separated. The supervisor should explain what he/she has observed and ask the employee to explain why he/she appears to be physically or mentally unable to perform this job.

Remember, the supervisor is neither diagnosing nor accusing the employee of being "drunk" or "stoned", but acting on observed behavior. If the employee



provides a satisfactory explanation for his/her behavior, the supervisor should make a further assessment to determine the reason the employee appears unfit for duty. The supervisor must document all actions thoroughly. If the employee does not provide a satisfactory explanation, the supervisor should proceed with the following substance screening.

The following procedure may be used when the decision to conduct a test or assessment referral for "fitness for duty" has been made.

Testing Procedure - The Supervisor and union steward of another fellow union member should escort the employee to a medical facility. The employee will be required to provide a urine specimen for testing.

The Occupational Health Nurse should be contacted if questions arise regarding testing procedures or specimen collection facilities.

The collection of urine specimens, the chain-of-custody of the specimen to mutually agreed N.I.D.A. Laboratory, and the laboratory testing will be in accordance with the guidelines established by the National Institute on Drug Abuse (N.I.D.A.).

After the Test - Meeting with the Employee - When test results are positive, a meeting with the employee and a Medical Review Officer (MRO) should be scheduled to tell the employee the test results, making sure that the results of the testing are held in the strictest confidence. Only after a meeting between the employee and a medical professional will the Employer be notified of a positive test.

5. All tests shall be conducted using only urine specimens in accordance with current State and Federal Department of Transportation, Initial and Confirmatory Test Levels (NG/MI). Sufficient amounts (a minimum of 60cc) of the sample shall be taken to allow for an initial test and confirmatory tests. All specimens shall be collected and handled according to strict chain-of custody procedures as established by N.I.D.A. The sample collection will not be observed directly. The testing procedure is designed to respect employees' rights to privacy.
6. The initial test will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or a positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee. The confirmatory test will be by Gas Chromatography - - Mass Spectrometry (GC/MS). Any other confirmatory tests and/or testing shall be at the employee's time and expense. Testing standards for both the initial test, and confirmatory test, will be those established by the National Institute of Drug Abuse. The testing lab used will conform to the standards of the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures; specimen containers shall be labeled with a number, and the donor's signature, and shall be closed with a tamperproof seal initialed by the donor and collecting

agent. The labeling shall be done in the employee's presence. All specimen samples shall be collected at a mutually agreed medical facility such as a hospital, etc. Every effort shall be made to assure the validity and accuracy of all tests.

7. Employees will be advised of test results by an approved MRO. Results, or facts of testing, shall not be released to any owner, any Employer, or any other employee.

Employees shall receive copies of all documents, including, but not limited to, test results, computer printouts, graphs, interpretations and chain-of-custody forms.

Results of the testing shall be held in the strictest confidence, in accord with the American Occupational Medical Association Code of Ethical Conduct for Physicians Providing Occupational Medical Services and the AOMA Drug Screening in the Workplace Ethical Guidelines; except as provided in this document.

Except as set forth herein, nothing should infringe on the worker's right to privacy, or job rights and security, as set forth in the collective bargaining agreement; nor shall this program intrude into the off-duty lives of the employees, except if the employee reports to work impaired.

It is the intent of this program to comply with all laws and regulations promoting non-discrimination in employment.

Except as set forth herein, no employee shall be required to sign any waiver of his rights

8. Random physical searches and/or compulsory chemical testing shall not be permitted. However, in order for an Employer to guarantee the security of this program, that Employer may declare any new project to be drug free. All employees who work on that project site will be tested.
9. Employees with a negative test result shall be issued a "drug free" card. Any employee possessing a "drug free" card, notwithstanding any other provision of this agreement, shall not be retested for a period of one year from issue date of the card, provided that, if an employer seeks to retest employees within the one year period prior to the start of a new job, he may do so. Employees not passing the drug screen shall be removed from the Employers payroll. The Employer agrees to pay the cost for administering the drug test.
10. Payment of all testing will be at the expense of the Employers, or as negotiated with Employer groups and Unions signatory with this agreement. The Unions shall encourage their members to be tested at a time convenient to them on a voluntary basis during a six month period starting with the date this agreement becomes effective.
11. It is recognized by the parties to this agreement that the consensus of all is that alcohol should not be abused. No Employer is expected to retain in his employment any employee who show work performance is impaired because of alcohol abuse.

12. Employment shall not be denied to any employee, on a subsequent job, who, although had a positive test, was subsequently retested pursuant to this program, and shown to be negative for drugs.

This program does not prohibit the use or possession of any medication prescribed by the employee's physician, or any over-the-counter medication.

13. Except as set forth herein, the establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction, or a public agency having jurisdiction over the parties, the remaining portion of the policy shall be unaffected, and the parties shall enter negotiations to replace the affected provision.
14. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out to the Employer's application of this program.

### Drug Awareness

Drug Awareness is an educational program which provides information through discussion, films, and written material to make you aware of matters of concern, including:

The nature and extent of drug abuse within society in general and its impact on all aspects of your life.

The specific impact of drug abuse within the construction industry.

The Illinois statute known as the "Drug free Workplace Act" (P.A. 86-1459, effective January 1, 1992) and your employment projects financed by the State of Illinois.

The impact of the Illinois Drug Free Workplace Act upon you and your employment on state financed projects.

The federal statute known as the "Drug Free Workplace Act of 1988" Public Law 100-690, title V, subtitle D) and your employment on federally financed projects.

The impact of the federal Drug free Workplace Act upon you and your employment on federally financed projects.

That some owners, contractors and employers have drug screening programs which require drug testing for pre-employment, for cause and/or random testing that may impose more stringent requirements upon you and your employer.

The disciplinary action (up to and including discharge) which may be imposed upon you as a result of using, selling, or being under the influence of drugs or alcohol on the job site.

The requirement to notify your employer of a conviction of any federal or state drug statute within five (5) days, or as specified otherwise, which may be imposed upon you by federal and/or state statutes and/or regulations and also by the drug policy and program requirements of some owners, contractors and employers.

Employee Assistance Program benefits may be available to eligible participants of local welfare funds which may provide confidential short-term counseling, assessment and referral through qualified service providers. Although some employers may provide Employee Assistance Program benefits to eligible employees, this Program does not contain any provision or requirement whatsoever for any employer to provide any benefits in an Employee Assistance Program.

The identity of the laboratory and the specific testing procedures will be explained in conjunction with the Drug Awareness Program.

**END OF SECTION 00 80 01**