

K 8035
15,000 workers

MID-AMERICA REGIONAL BARGAINING ASSOCIATION

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LABORERS HEAVY & HIGHWAY AGREEMENT

BETWEEN

MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA)

FOR AND ON BEHALF OF THE
FOX VALLEY GENERAL CONTRACTORS ASSOCIATION
AND

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF
CHICAGO AND VICINITY

TERM OF AGREEMENT

JUNE 1, 2001 TO MAY 31, 2006

PLEASE NOTE:

A great amount of care has been used in the preparation of this labor contract. However, since MARBA relies on other sources for the information, MARBA cannot be responsible for the accuracy or content of the following labor agreement. If you have questions regarding the agreements or if you find errors, please contact the MARBA Office at (847) 699-1283. We will be updating these contracts from time to time and we will advise you of errors as they are brought to our attention.

FOX VALLEY LABORERS HEAVY & HIGHWAY AGREEMENT
June 1, 2001 to May 31, 2006

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HEAVY AND HIGHWAY AGREEMENT

This Agreement is made and entered into by and between the MID-AMERICA REGIONAL BARGAINING ASSOCIATION ("MARBA") for and on behalf of the FOX VALLEY GENERAL CONTRACTORS' ASSOCIATION hereinafter referred to as "Employer" and the CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY for and on behalf of Local Unions numbered:

149 - Kane and Kendall Counties, Aurora Illinois

582 - Kane County, Elgin, Illinois

1035 -McHenry and Boone Counties, Crystal Lake, Illinois

OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA hereinafter referred to as the "Union," and shall remain in full force and effect until 12:01 A.M., May 31, 2006, and shall continue thereafter from year to year unless at least sixty days prior to the expiration date as herein set forth, or thereafter extended, either party hereto shall notify the other, in writing, of its intention to terminate or modify the Agreement. It is contemplated that the parties will, in said sixty-day period, meet with each other to negotiate a new agreement.

As used in this Agreement the following terms shall have the meanings hereinafter set forth:

(a) **Association:** The Fox Valley General Contractors Association.

(b) **Employer:** The Fox Valley General Contractors Association and any person, firm, or corporation who is engaged in that phase of the construction business as hereinafter in this Agreement described, and any other contractor who may become a party to this Agreement by affixing his or its signature hereto, or to a facsimile hereof.

(c) **Union:** Local Unions 149, 582 and 1035 of the Laborers' International Union of North America, who are parties to this Agreement, and have territorial jurisdiction over the work being performed.

(d) **Employee:** Employee means all Employees employed by an Employer who perform work defined by this contract as being the work of a Laborer.

ARTICLE I PURPOSE

Section 1. The purpose of this Agreement is to (a) enter into a definite Labor-Management contract covering the wages, hours, conditions of work, and terms of employment in the relationship between Employer and Employee; (b) prevent strikes, lockouts, and work stoppages; (c) adopt suitable measures for the peaceful settlement of grievances and differences; (d) secure to the Employers sufficient capable Employees; (f) promote the efficiency and productivity of the construction industry consistent with fair wages and fair conditions of employment.

Section 2. The terms and conditions of this agreement relating to the employment of Employees have been made by means of collective bargaining, and shall be binding on all parties hereto during the term of this Agreement and any renewal thereof.

Section 3. The Association recognizes the Union as the sole and exclusive bargaining agent for all Employees covered by this Agreement. The Union recognizes the Mid-America Regional Bargaining Association as the sole and exclusive bargaining agent for the Association. All other persons, firms, or corporations engaged in work classifications covered in this Agreement and the occupational jurisdiction of the Unions shall be subject to the terms of this Agreement.

Section 4. To promote the best interest and stability of the construction industry, it is agreed as follows:

- (a) That the Employers and the Employees shall exert every effort to maintain a cooperative relationship with each other.
- (b) That the Employer shall not be restricted from use of machinery, tools, and appliances.
- (c) That the Employer shall not be restricted as to the use of any raw or manufactured materials.
- (d) That the foreman shall be the agent of the Employer.
- (e) Except as herein otherwise limited, the Employer shall have the full right to employ any person as he deems fit or discharge any employee for cause.

ARTICLE II HIRING

Section 1. Employer shall have the sole and exclusive responsibility for hiring and may hire from any source he desires without regard to membership in Unions or referral or clearance therefrom.

Section 2. The Union shall have no obligation to refer prospective Employees to the Employers but may do so if it desires.

Section 3. The Employers are engaged in the building and construction industry, and the parties hereto have elected to come under the provisions of Section 8(f) of the National Labor Relations Act, as amended, which permits the parties to make an agreement requiring Employers to:

- (a) Notify the Union of opportunities for employment; and
- (b) Give the Union an opportunity to refer qualified applicants for employment.

Section 4. In the application and administration of Section 3 of this Article II, the following shall govern:

- (a) Employer shall advise the Union of all available openings and job requirements, and shall give to the Union sufficient notice to comply with Section 3 (b) above, prior to the filling of such openings in job requirements by the Employer.
- (b) Pre-job conferences prior to the commencement of work shall be had only when requested by either Employer or the Union. If there is a need for additional men, after the job has started, then a conference may be held before the additional hiring commences, if requested by either the Union or Employer. In the event of a pre-job conference, the Employer shall advise the Union of his requirements as to workmen required in the respective classifications, the probable starting date, duration of the job and the working schedules.
- (c) The Union shall be given an opportunity to refer qualified applicants for employment.
- (d) Employees so referred shall not be given preference or priority by the Employer over nonreferred employees, and the Employer shall have the sole and exclusive right of accepting or rejecting any individual so referred.
- (e) Nothing herein contained shall prohibit the Employer from hiring or recruiting employees from any source he desires.

Section 5. It is the intention of the parties hereto to comply with the provisions of the National Labor - Relations Act, as amended, and in the event this Article II is declared to be unlawful, then it shall become

inoperative and void, and the Association and Unions shall immediately meet to negotiate a legal and mutually acceptable substitute. The other legal provisions of the Agreement shall not be affected thereby.

Section 6. The parties agree that employees will not be discriminated against because of race, creed, religion, color, age, sex or national origin.

The masculine gender has been used in this Agreement to facilitate ease of writing and editing and therefore the masculine gender shall include the feminine gender. Whenever the words "he", "him", "his", or "man" is used, they shall be read and construed as "he or she", "him or her", "his or hers", and "man or woman", respectively.

ARTICLE III CONDITIONS OF EMPLOYMENT

Section 1. All Employees not members of the Union shall be obligated to become members of the Union after the seventh day of employment as a condition of continued employment. Membership shall be defined as the payment of initiation fees and working and non-working dues uniformly required as a condition of acquiring or retaining membership in the Union. Any Employee who fails to become a member of the Union by his own choice and not by refusal of the Union, or any Employee who fails to maintain his Union membership, shall forfeit his right of employment. The Union, by written notice sent by registered mail, may demand the discharge of said Employee, specifically setting forth the basis for said demand. Union agrees, in the event of such demand and discharge, that it will at all times indemnify, defend and save harmless the Employer from any and all claims, demands, or damages of the said Employee as a result of such discharge based on the demand of the Union. The foregoing in all other aspects shall be governed by applicable State and Federal law governing Labor and Management relations. This Union security provision shall be subject to negotiations with the Association as to any further changes permissible under future legal authority.

Section 2. Employer may discharge or lay off employees as he sees fit, provided, however, that there shall be no discrimination against any Employee solely because he is an officer, steward, a member serving on any committee authorized by the Union, or because of his Union activities.

Section 3. The Business Manager or Field Representative of the Union will have the unrestricted right to visit all jobs where laborers are employed.

Section 4. Stewards.

(a) The Business Agent of the Union in whose jurisdiction a job or project is located shall have the right to appoint one Laborer employed on the job as Steward on said job or project. Such Steward shall be subject to the same terms of employment as any other Employee, but taking into consideration that the Steward should be present during all working hours, all possible overtime work shall be assigned to all Stewards, if the Stewards do not replace another Laborer from that other Laborers' previously assigned duties.

(b) The duties of the Steward shall include the checking of terms and conditions of work, safety conditions, starting dates of employment for new Laborers, whether Union or Non-Union, and report same to the Business Representative who appointed him. All Laborers employed on a job or project shall report to the Steward any differences or disputes which may arise in connection with the work or any part of it, and the Steward shall report same to the office of the Union. If it becomes necessary to discharge or lay off any Laborers because of completion of the work or otherwise, the Laborer appointed and acting as Steward shall not be discharged or laid off while other Laborers remain employed on the job or project so long as he is competent to perform the work. Nothing herein contained shall in any way restrict the right of any Employer to discharge a Steward for cause, upon notification to the Business Agent of the Local Union who appointed the Laborer to act as Steward.

(c) Whenever one or more Laborers are required to work overtime, one of these Laborers shall be the regularly designated Steward if he is competent to do the work required or if he cannot work, he will call the Business Manager; and the business Manager will designate someone on this job to act as Steward.

(d) Where an Employer has been found to have engaged in:

- i) a serious violation of the wage provisions of this Agreement by the Joint Grievance Committee or by an arbitrator;
- ii) a violation of the fringe benefit provisions of this Agreement, by a court order or by a delinquency settlement agreement; or
- iii) a violation of the rules of the apprenticeship program as determined by the JATC;

then for the next six (6) months of active laborer employment, the Union shall have the right to appoint and place a steward of its own choosing on a then-current job of that Employer.

Section 5. Dues Deduction. All employers covered by this Agreement shall deduct from the wages of employees covered by said contract, working dues in the amount of one and one half percent (1.5%) of gross wages, or other amount as determined by the Union, and shall remit monthly to the Welfare office the sums so deducted together with an accurate list of employees from whose wages said dues were deducted and the amounts applicable to each employee, not later than the 15th day of the month, following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages.

It is the intention of the parties that such deductions shall comply with the requirements of Section 302 (c) (4) of the Labor-Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written assignments from each employee on whose account such deductions are made, which assignment shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner.

Should any Employer fail to remit dues to the Union as required under this Agreement, the Employer shall be liable for and pay all costs of collection, including reasonable audit expenses and reasonable attorney fees and costs. The Union may file suit, or remove employees that it represents, or both, for non-remittance or underpayment of dues by an Employer.

The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this Section and such indemnity and agreement to hold harmless shall include the payment of costs and attorney's fees on behalf of the beneficiaries of such indemnity.

ARTICLE IV SUBCONTRACTING

Section 1. On work covered by this Agreement, the contractor or subcontractor agrees to see that all subcontractors on work within the Union's jurisdiction on this job site adhere to the wages and fringes contained in this Agreement when the subcontract is let by the contractor or subcontractor. If, upon the Union's request, the subcontractor chooses to sign a current labor agreement with the Union (although such signing might not be required under Section 1), then the contractor shall be relieved of any liability under this Section 1.

Section 2. Work on the job site, that has been traditionally and historically assigned by the Employer to its Laborer employees, may be subcontracted only to a person, firm or corporation which is signatory to a current labor agreement with the Union. This provision only applies to subcontracts let directly by the contractor and not subsequent tiers of subcontractors.

(a) Section 2 applies to work to be performed at the site of construction, alteration, painting and repair of a building, structure or other work, and shall not apply to the delivery and removal of materials, supplies and equipment to and from the job site or other work not performed directly on the job site.

(b) Further, Section 2 shall not be applicable to jurisdictional disputes. Therefore, if the dispute involves entities who are signatory to a contract with an AFL-CIO affiliated union, there can be no violation of Section 2.

(c) All disputes arising under Section 2 shall be resolved exclusively by resort to the grievance arbitration clause and in no event shall the Union strike or withdraw employees from the signatory contractor over alleged violations of Section 2. The Employer shall not be liable for the wages and fringe benefits owed by a subcontractor.

(d) Under Section 2, if the subcontractor does not sign an agreement with the Union, then the Employer upon receipt of a written notice from the Union sent by hand, mail or facsimile shall remove the subcontractor within forty-eight (48) hours. Notices received on Friday in any work week shall require the subcontractor to be removed not later than the close of business on the following Monday. Contractors who follow this procedure will be relieved of any liability under this Section 2.

Section 3. The Employer shall promptly provide a list of all of its subcontractors on a job upon written request from the Union.

ARTICLE V HOURS OF WORK, OVERTIME, HOLIDAYS

Section 1. Eight (8) continuous hours shall constitute a work day. Each work day shall be separated by an interval of one-half hour for lunch. Employees working through their lunch hour shall be paid time-and-one-half and be given time during the shift to eat their lunch. Starting times may be adjusted by the Employer, upon notice to and clearance by the Union, from 6:00 A.M. to 9:00 A.M. at straight time.

Section 2. Employers will attempt, whenever practical, to notify the Union or the stewards of a change in starting time.

Section 3. Five days from Monday through Friday shall constitute a week's work.

Section 4. The first eight hours from the starting time shall be paid on a straight time basis; time-and-one-half shall be paid for time worked over eight hours, and double time shall be paid for all hours worked after ten and one-half (10.5) hours, in any one work day. Time-and-one-half shall be paid for time worked on Saturday.

Section 5. Any employee scheduled to start work before 6:00 A.M. shall be paid time-and-one-half for time worked prior to 6:00 A.M. unless starting time has been agreed between the Union and Employer.

Section 6. Double time shall be paid for work done on Sunday or any of the following holidays: New Year's Day, Decoration Day, Independence Day, Thanksgiving Day, Christmas Day, and Labor Day. No work shall be performed on Labor Day except under extreme emergency and then only with the express consent of the Union or its Business Manager. In weeks that have designated holidays that fall during the regular workweek, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour days at straight time. The Union and the Employees must be informed and the Union must give permission to the Employer in writing. There shall be no overtime on holidays except of an emergency nature to preserve life or property, at the discretion of the Employer.

If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

Section 7. Work may be carried on by the Employer in shifts; provided, however, when work is so carried on it shall be for a period of one work week or more. All shift work shall be done with the consent of the Union, except in extreme emergencies. When work is carried on in two or more shifts, work can be started earlier at the discretion of the Employer; and carried on in 7 ½ (seven and one-half) hour shifts,

plus one half-hour for lunch, at 8 (eight) hours pay. Employees shall receive eight (8) hours pay under this Section even if they are permitted to leave after seven and one-half (7-1/2) hours, and it shall be a violation of this Agreement if an employee does not receive eight (8) hours pay. Employees who work eight (8) hours on a shift without receiving one-half hour lunch shall receive, in addition to the eight (8) hours pay as provided in this Section, one (1) hour's pay at the applicable premium rate.

Section 8. Whenever the Employer elects not to exercise his discretionary right to employ a workman as he sees fit, but makes a request of the Union for a certain number of workmen to report for work at a definite job site at a stated starting time, and such workers so report with a card from the Union indicating their presence in response to such request, such workmen shall then be put to work or paid two hours show-up time. Provided, however, that the Employer shall not be required to pay show-up time in such cases where the failure to put the workmen to work is due to bad weather or conditions beyond the control of the Employer.

Section 9. Any Employee who shall report for work because of the failure of the Employer to have notified him on the preceding day that there would be no work shall be allowed two hours show-up time. Provided, however, that the Employer shall not be required to pay show-up time in such cases where the failure to put the workman to work is due to bad weather provided that the employer has notified the employee by telephone or has required in writing that the employee call before he departs from home. The employer must provide a definite and available phone number and must post this provision on each job site.

Section 10. Whenever a workman shall commence work, under paragraph 8 and 9 above, the employment shall not be for less than a period of four hours.

Section 11. Whenever a workman or regular Employee shall report for work at the stated starting time and is not then put to work, but is requested by the Employer to remain available at the job site, he shall be paid for such time as he is asked by the Employer to remain available at the job site from the stated starting time.

ARTICLE VI PAYMENTS, WAGES, DEDUCTIONS

Section 1. In compliance with our Agreement negotiated between Mid-America Regional Bargaining Association for and on behalf of the Fox Valley General Contractors Association and the Laborers' International Union of North America Locals 149, 582, 1035, providing an increase of \$1.65 per hour effective June 1, 2001, through May 31, 2002, and additional yearly increases to be allocated from year to year by the Union. Effective June 1, 2002 through May 31, 2003, an additional increase of \$1.80 shall be paid, to be allocated by the Union. Effective June 1, 2003 through May 31, 2004, an additional increase of \$2.00 shall be paid, to be allocated by the Union. Effective June 1, 2004 through May 31, 2005, an additional increase of \$2.20 shall be paid, to be allocated by the Union. Effective June 1, 2005 through May 31, 2006, an additional increase of \$2.20 shall be paid, to be allocated by the Union. The Union may allocate the annual increase among wages, benefits and other funds.

Section 2. Wage and Fringe Benefit Schedule (effective 6-1-01 to 5-31-02)

Highway and Heavy Classifications:

	Wage ¹	Welfare	Pension	Train. & App.	MARBA/ MCI AF	CISCO/ Safety	LECET/ LDCMC	Total
INCREASE 6/1/01	\$ 1.24	\$.08	\$.21	\$.02	\$.01		\$.14	\$ 1.70
Common Laborer	\$26.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.17
Asphalt Laborers & Help	\$26.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.17
Asphalt Plant Lab	\$26.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.17
Stripping Laborers	\$26.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.17
Clipper Type Concrete Saw and Self-Propelled Saws	\$26.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.17
Chain Saw Man (while operating only)	\$26.90	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.42
Air Tampers and Vibrators	\$26.70	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.22
Mortar and Concrete Mixers	\$26.70	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.22
Stringline and Form Setters on Concrete Highways, Streets, Alleys, etc	\$26.80	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.32
Labor Foreman	\$27.40	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.92
General Foreman	\$27.40	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.92
Superintendent	\$27.40	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.92
Torch Man (On demolition only)	\$26.80	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.32
Sheeting and Cribbing Men	\$26.80	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.32
Blacktop Rakers and Luteman	\$26.80	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.32
Machine Screwman	\$26.80	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.32
Jackhammer Men	\$26.90	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.42
Drillmen, Concrete Breakers and Air Spade	\$26.90	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.42
Tunnel Laborers, Tile Layers and Bottom Men	\$27.00	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.52
Caisson Diggers	\$27.15	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.67
Dynamiters	\$27.15	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.67
Dynamite Handlers (Helpers)	\$26.90	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.42
Flagman	\$25.85	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$32.37

¹ Deduct 1½% union dues check off or other amounts as determined by the Union. See Article III, Section 5.

Maintenance Men Work between November 15 and April 1, work done in Shop or Yard

Not including work performed

in construction area	\$25.55	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$32.07
Day and Night								
Watchman	\$26.35	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$32.87
Laser Beam	\$26.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.17
Bobcat	\$26.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.17
Forklift	\$26.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$33.17
Asbes. Laborers	\$27.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$34.17
Toxic & Haz. Lab	\$27.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$34.17
Dosimeter	\$27.65	\$3.45	\$2.65	\$.17	\$.06	\$.02	\$.17	\$34.17

Compute Social Security, Withholding and State Income Tax on gross wages. Deduct 1 ½% union dues checkoff, or other amount as determined by the Union, from gross wages and remit to Union. Welfare, Pension, Trainee Fund, IAF and Safety contributions should be mailed to the IEBC, P.O. Box 92871, Chicago, IL 60675-2871.

Dosimeter Use: A premium of One (\$1.00) Dollar per hour shall be paid to any Laborer required to work with a dosimeter used for monitoring nuclear exposure or with any similar instrument or measuring device.

Power Pac: When a Laborer uses a power driven piece of equipment, he shall be paid the rate of pay of the tool at the end of the power pac.

Asbestos Use: For the period June 1, 2001 through May 31, 2002, a premium of fifteen cents (\$.15) per hour shall be paid to any Laborer required to work with asbestos who is a certified asbestos Laborer licensed by the State of Illinois as an Asbestos Abatement worker. Thereafter, no premium shall be paid.

Section 3. Watchperson: The day or night watchperson on the construction site shall be paid no less than the common laborer's rate of pay listed in this Agreement. If the watchperson is doing any work that comes under any other classification in this Agreement, he shall be governed by the working rules and rates that the work comes under. Watchpersons shall be furnished transportation on jobs where travel is necessary or satisfactory arrangements made. The Employer shall be allowed to work his watchperson in shifts of eight (8) hours or less if the Employer so chooses.

Flagperson: All flagpersons will be sent to work at the Employer's request by the Union, and shall have no duties other than that of flagperson. Should a flagperson be used at any other classification of labor, he will be paid at the wage scales above for the work that is done for the duration of his Employment.

Dynamite men: A "dynamite man" is herein defined as the man in charge of blasting operations and who does the actual loading and firing of dynamite. Dynamite men shall receive a minimum guarantee of four (4) hours at the specified rate. If there is other labor work on the site, the dynamite man shall be employed for the balance of the day at the regular rate of laborer's pay. If dynamite men work more than four (4) hours but less than eight (8) hours at dynamiting, they shall be paid for eight (8) hours at the dynamite rate.

Dynamite handler (helpers): Laborers employed to handle dynamite, but not actually in charge of loading or the blasting operation.

Torch (demolition and cutting): The cutting and burning of all scrap and the use of all cutting torches, and other welding equipment used to perform the jurisdiction of our work. The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading

and unloading of materials carried away from the site of wrecking. All cleanup, removal of debris, burning, back-filling and landscaping of the site of wrecked structure.

Stringline and Pegs on Slip Form Machines: It shall be the work of the laborers to set all lines, and leveling for slip form machines (such as the Miller Formless, Curb Master of Iowa, Go-Mo-Co., and other similar slip form machines). It also shall be the work of the laborers to set the plastic line for the C.M.I. Auto Grader, asphalt machines, and other similar graders. The cleaning of the Auto Graders and slip form machines will be the work of the laborers. The rate of pay for this classification shall be fifteen cents (\$.15) over the common laborer's rate of pay.

Laser Beam: The setting up, alignment and operating of the laser beam shall be the work of the laborers. The setting up and operation of any other similar type beam shall be the work of the laborers. The Union and the Employers agree to comply with any and all state laws governing operation of such laser-type equipment.

Lutemen and Rakers: Laborers employed as lutemen and rakers will be paid the specified rate for this classification and will suffer no reduction in pay for the term of their employment.

Screwman: The screwman will receive screwman pay **only** while performing this classification of work, except if starting the day at screwman pay he shall be allowed to complete the day at no reduction in pay.

ARTICLE VII WELFARE, PENSION AND INDUSTRY FUND CONTRIBUTIONS

Section 1. (a) An Agreement and Declaration of Trust establishing the Fox Valley Laborers' Health and Welfare Fund entered into by and between the Fox Valley General Contractors' Association and the Laborers' International Union of North America, Locals Number 149, 582, 1035 on the 21st day of April, 1961, as amended, by reference thereto, is hereby made a part of this Agreement.

(b) An Agreement and Declaration of Trust establishing the Fox Valley Construction Industry Advancement Program dated the 1st day of June, 1963, as amended, by reference thereto, is hereby made a part of this Agreement.

(c) An Agreement and Declaration of Trust establishing the Fox Valley and Vicinity Laborers' Pension Fund entered into by and between the Fox Valley General Contractors Association and the Laborers' International Union of North America, Locals Numbers 149, 582, 1035 on the 1st day of June, 1965, as amended, by reference thereto, is hereby made a part of this Agreement.

(d) An Agreement and Declaration of Trust establishing the Chicago-Area Laborers-Employers Cooperation and Education Trust ("LECET"), as amended, by reference thereto, is hereby made a part of this Agreement.

(e) An Agreement and Declaration of Trust establishing the Laborers' District Council Labor Management Cooperation Committee ("LDC/LMCC"), as amended, by reference thereto, is hereby made a part of this Agreement.

(f) Pursuant to said Agreements and Declarations of Trust and the consideration of these Agreements, each Employer shall contribute for each employee to each of the aforesaid funds in the amount set forth in this contract on wages and fringe payments. Contributions to said funds shall be payable monthly, within the time and in the manner hereinafter set forth. Such contributions shall not be considered wages.

(g) Such contributions shall accrue with respect to all hours worked by any laborer, or for any person employed by the employer, doing labor or construction work as herein above defined in Article VI hereof, within the jurisdiction of said Locals.

(h) Every Employer shall be required to file, at a place designated by the trustees, a properly executed report on forms furnished by the office of the Administrator of the funds, of the hours worked by each employee covered by this Agreement for every calendar month, together with payment of the contributions due and owing the Funds as reflected by said report.

(i) (i) All reports and payments of contributions due to the respective Fringe Benefit funds shall be due on the fifteenth (15th) day of the month following the month in which the hours were worked.

(ii) Any report and or payment which is not received by 4:30 P.M. of the last business day of the month following the month in which the hours were worked SHALL BE CONSIDERED DELINQUENT.

(iii) Any charges to an employer's account for interest, audit fees, attorney fees, collection costs, etc., shall be considered delinquent if the payment thereof IS NOT RECEIVED IN THE ADMINISTRATIVE OFFICE ON OR BEFORE THE 30TH DAY following the date on which such charge was made to that employers' account.

(iv) Interest shall be charged on all delinquent account balances at the rate of two percent (2%) per month, compounded, for each month, or any portion of a month, such balance remains unpaid.

(v) If the actions of any employer force the Trustees to demand a Payroll audit to determine an amount due and owing to the Fringe Benefit funds, the costs of such payroll examination shall be at the expense of and charged to such employer.

(vi) If an audit of an employer's payroll records results in the discovery of a substantial discrepancy between the amount due and owing and the amount reported and paid to the Fringe Benefit Funds, the cost of such payroll examination may be charged to such employer.

(j) It is specifically agreed that acceptance of any delinquent or false report and the contributions as reflected thereby, by the Administrator of said funds, shall not constitute a waiver of any penalties which may be due and owing thereon as hereinabove set forth.

(k) A properly authorized representative of said funds shall have the right to examine an Employer's payroll records for the purpose of determining if properly executed reports are being filed and correct contributions are being made to said funds. The representative authorized to make aforesaid examination of payroll records will be furnished proper credentials by the trustees of said funds. The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through authorized representatives, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article III.

(l) To protect the participating members in the Welfare Fund from loss of eligibility for benefits, caused by failure of an Employer to make proper contributions, the Employers will be allowed one (1) delinquency per year. In the event of a second delinquency the Employees may be removed from the job and they shall be compensated for all time lost when removed for the above stated reason.

Section 2. In the event the Union and/or the Trustees are required to file suit by reason of an Employer's failure to:

(a) Maintain his/her monthly Welfare, Industry Advancement and pension contributions pursuant to Section 1 herein or,

(b) Meet his/her weekly payroll or,

(c) Maintain his/her Workmen's Compensation and Unemployment Compensation and all provisions of Article V as set forth herein, and a judgment is rendered in favor of the Union and/or Trustees, as part of said judgment, a reasonable amount of attorney's fees and court costs shall be awarded them by the court. After the Union and/or Trustees are awarded said judgment, at its option, to require said Employer to furnish a suitable bond with a reputable surety company guaranteeing his performance of (a), (b), and (c) as set forth in this section prior to any resumption of the instant Agreement with said Employer.

Section 3. Welfare. Beginning the period from June 1, 2001 to May 31, 2002 the Employer agrees to make Health and Welfare contributions of \$3.45 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages herein stipulated. This \$3.45 per hour shall be paid to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity or a designated appointee at the end of each month.

That for the periods June 1, 2002 to May 31, 2003; June 1, 2003 to May 31, 2004; June 1 2004 to May 31, 2005; June 1 2005 to May 31, 2006; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training and other funds to be allocated from the economic package for that year.

Section 4. Pension. Beginning June 1, 2001 the Employer agrees to make a pension contribution of \$2.65 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages and welfare payments herein stipulated. This \$2.65 per hour shall be paid to the Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2002 to May 31, 2003; June 1, 2003 to May 31, 2004; June 1 2004 to May 31, 2005; June 1 2005 to May 31, 2006; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training and other funds to be allocated from the economic package for that year.

Section 415 Excess Benefit Fund. A Section 415 Excess Benefit Fund shall be established for the purpose of providing alternative benefit to any employees of the Employer who become unable to receive the entire amount of the accrued pension benefits to which they would be entitled under one or more of the pension plans sponsored by their Employer because of limitations established by Section 415 of the Internal Revenue Code. The Employer may be required and directed by the Board of Trustees of the Excess Benefit Fund to contribute a portion of its agreed-upon "pension" contribution to the Section 415 Excess Benefit Fund and shall not increase the Employer's cost beyond the amount that the Employer is obligated to contribute to the Laborers' Pension Fund and that the funding of the Section 415 Excess Benefit Fund shall be fully tax deductible to the Employer for Federal Income Tax purposes. The Employer hereby agrees that the Board of Trustees of any such Section 415 Excess Benefit Fund shall be authorized to determine each year the amount that will be contributed by the Employer and the amount to be credited to the account of any eligible retiree for payment in lieu of accrued benefits that would exceed the limits set by Section 415 of the Internal Revenue Code.

Section 5. Training Fund. The Employer shall pay \$.12 per hour June 1, 2001 through May 31, 2002 for each hour worked by all employees covered under this Agreement. Contributions to the Construction and General Laborers' District Council of Chicago and Vicinity Training Fund will be included in the Fringe Benefit Fund package payable to the Fox Valley Welfare and Pension Funds to be allocated to the Training Fund at the end of each month. The terms of the Trust Establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessments, non-payments and grace periods as set forth in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply, as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Training fund. The fund shall be administered by an equal representation of Union and management Trustees, of which one management Trustee will be appointed by the Fox Valley General Contractors Association.

Section 6. Fox Valley Construction Industry Advancement Program. Each Employer shall pay into the FOX VALLEY CONSTRUCTION INDUSTRY ADVANCEMENT FUND (hereinafter sometimes referred

to as the "Industry Fund"), or such other fund as MARBA may in its sole discretion designate at any time during the term of this Agreement, the amount of \$.06 for each hour worked for the Employer by those of his Employees covered by this Agreement.

Section 7. Chicago Area Laborers-Employers Cooperation and Education Trust. Each Employer shall pay into the CHICAGO AREA LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST ("LECET"), the amount of \$.05 for each hour worked by the Employer by those of his Employees covered by this Agreement, and such additional sums as the Union may allocate in its sole discretion from the annual economic increase.

Section 8. Additional Industry Funds. For the economic increases listed above, the Union shall also have discretion to allocate to another fund(s) to be established, up to a maximum of thirty cents (\$.30) per hour over the term of the Agreement (up to twelve cents (\$.12) in the first year and up to eighteen cents (\$.18) over the remaining years). The fund(s) shall indemnify and hold harmless Employers who have assigned their bargaining rights to a MARBA-represented Association for purposes of collective bargaining with the Union, and the MARBA-represented Associations party to this Agreement, and MARBA, as regards the creation, implementation and operation of the fund(s), other than the obligation to contribute the designated amounts to the fund(s), and such indemnity and hold harmless shall include the payment of all reasonable costs and attorney's fees actually incurred on behalf of the employer. The Employer shall give prompt notice to the fund(s) of any claims asserted or suits filed that are subject to indemnification.

Section 9. Construction Industry Service Corporation. Each Employer shall pay into the CONSTRUCTION INDUSTRY SERVICE CORPORATION ("CISCO") the amount of \$.01 for each hour worked for the Employer by those of his Employees covered by this Agreement.

ARTICLE VIII TRAINING AND APPRENTICESHIP FUND

Section 1. Apprentice Committee. MARBA and the Union shall create a Joint Apprenticeship Training Committee (JATC), consisting of three (3) management and three (3) Union appointees to draft a trust agreement, hire staff, develop apprenticeship standards and oversee implementation of the apprentice program. The Employer hereby adopts and shall be bound by the agreement and declaration of trust established by the JATC for the apprentice program, together with any amendments thereto, which are incorporated by reference herein. The JATC shall have authority to set and enforce penalties for violations of the apprenticeship rules.

Section 2. Training Fund. The Employer shall contribute twelve cents (\$.12) per hour for each hour worked from June 1, 2001 to May 31, 2002 for all Employees covered under this Agreement to the Construction and General Laborers' District Council of Chicago and Vicinity Training Fund payable to the Training Fund or a designated appointee at the end of each month and such additional sums as the Union may designate in its sole discretion from its total economic package on June 1, 2002 and June 1, 2003 and June 1, 2004 and June 1, 2005 under this Agreement. The terms of the trust establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessment, non-payments and grace periods as set out in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Training Fund.

Section 3. APPRENTICE PROGRAM FUNDING: The apprenticeship program administered by the JATC shall be self sustaining. In addition to the sums set forth above in Section 2, effective January 1, 1999 the Employer shall also contribute to the Training Fund an additional contribution of five cents (\$.05) per hour for each hour worked by all employees covered by this agreement to the Training Fund. Effective June 1, 2002, 2003, 2004 and 2005, the contribution shall be increased as determined by the JATC.

Section 4. The term of apprenticeship shall be 4,000 hours, or two years, whichever occurs later. All Health and Welfare, Pension, Training Fund, Industry Advancement and other contributions required under this Agreement will commence immediately upon employment of an apprentice. Union affiliation will be required after seven (7) days of employment.

Section 5. The wages per hour paid to apprentices shall be as follows:

1st six (6) months:	60% of journeyman (base) wages
2nd six (6) months:	70% of journeyman (base) wages
3rd six (6) months:	80% of journeyman (base) wages
4th six (6) months:	90% of journeyman (base) wages
After twenty-four (24) months:	100% of journeyman (base) wages

Section 6. The ratio of journeymen to Apprentices shall be six (6) Laborer journeymen to one (1) Laborer apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer journeymen shall be entitled to one (1) Laborer apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision.

Section 7. Referral of apprentices will be through the Local Union with jurisdiction over the job site. All apprentices must be referred by the Local Union from approved JATC apprentices. Employers requesting apprentices will be assigned an apprentice by the JATC from the available apprentice pool. The JATC can limit the number of apprentices to that which is adequate for current needs and which can be properly trained by the program. Employers may recall their laid off apprentices to work, provided that the Employer complies with the ratios set forth in Section 6. All apprentices must report their hours weekly to the JATC. All apprentices will be required to undergo testing by the JATC for the presence of illegal substances at the time they enter the apprentice program.

ARTICLE IX SCOPE OF WORK

Section 1. It is understood and agreed by and between the parties hereto that the intent of this Agreement is to cover all laborers' work to be performed in the construction work heretofore described in this Agreement.

Section 2. It is further understood and agreed that the following work shall be deemed the work of laborers:

(a) Clearance of all land, trees, debris and etc. in construction of roads and highways, pavements, streets, alleys, bridges, viaducts, culverts, sewers and grade separations; all laboring work in connection with original installations of landscaping in connection with new construction of all types.

(b) Unloading, handling and carrying of concrete reinforcing bars to the panel in which they are to be used, placement of all pavement steel including center strip and accessories, wire fabrics, and expansion joints.

(c) Cribbing, blocking, loading, and unloading, of Employer's machinery except in the operation of the machine itself for which a minimum rate of wage shall apply.

(d) Rubbing of concrete on bridge, culverts, overpasses, and underpasses, subways, viaducts, retaining walls, etc., for which a semiskilled rate of wage shall apply.

Section 3. Unless determined by Jurisdictional Award as hereinafter set forth, all work that has been heretofore performed under agreement or by custom or by area practice with any other local organization shall continue to be so performed until such Jurisdictional Award is made. Whenever a jurisdictional

dispute between local labor organizations arises, the provisions of this Agreement shall prevail until a Jurisdictional Award has been made by the proper Jurisdictional Board of the International Unions of which the local disputing Labor Organizations are members. Employers agree to abide by such Jurisdictional Award, but there shall be no work stoppage while the settlement of the dispute is pending.

Section 4. Subject to the provisions of the foregoing Section 3 of this Article IX, Unions shall not concede any portion of the work, affected by this Agreement, to any organization or craft without first securing the consent of Association in writing. No Employer shall concede any portion of the work affected by this Agreement to any organization or craft without first securing the consent in writing of both the Union and the Association.:

The building of all scaffolding, runways and windbreaks for concrete and mason work, rigging for caissons, concrete chutes and hoppers, digging, lagging, and sheeting of foundation piers and caissons; concrete work within the walls of any building or jobs; the rubbing and grinding of concrete installations where no patching is involved; boxing for concrete footing, raising, moving, shoring of all buildings, back fillings and gradings; also all laboring work in connection with cement sidewalks, curb or gutters, stone curb, streets, alleys, driveways, viaducts, retaining walls, slate, tile and asbestos roofings; also all laboring work connected with composition floor work, rock asphalt, whether done by hand or by any other process, wrecking and stripping of concrete forms and false work tending to carpenters, tending to salamanders; removal, clearing and cleaning of all debris; signalmen and handling of such materials for construction as directed by the Employers; also building in centering for fire proofing; gunite work in handling of cement gun nozzle, where gunite is applied of a thickness of one and one-half (1½) inches or more, all laboring work in connection with original installation of landscaping in connection with the new construction of all types, also all laboring work in connection with boiler setting, including the installation of plastic or other non-solid refractory materials.

The coverage of this Agreement in referring to the type of work hereunder includes in addition to all other types of construction, the construction and alteration of all track work and the construction, alteration and maintenance over track work on property on which a railroad company does not have a property right; in short, all unskilled labor connected with work undertaken by members of the party of the first part and the handling of all materials or appliances in any trade where it will be more economical to have the work done by laborers as may be decided by the Employer.

Tenders: Tending masons, plasterers, carpenters and other building construction crafts. Tending shall consist of preparation of materials and handling and conveying of materials to be used by mechanics or other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material, and all other materials to such mechanic; whether by bucket, hod, wheelbarrow, buggy or any motorized unit for such purpose; including bobcats and unloaders for cement masons and concrete construction of forklifts for brick masons or any other machine which replaces the wheelbarrow or buggy.

Unloading handling and distribution of all materials, fixtures, furnishings, furniture, and appliances whether crated or uncrated from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structures and cleaning of all debris in building and construction area. The general cleanup, including sweeping, cleaning wash down and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packages and packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleaning up, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures, highways, airports, overpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

Scaffolds: Erection, planking, maintenance and removal of all scaffolds and windbreaks for lathers, plasterers, bricklayers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof. Where self-supporting scaffolds or staging over fourteen feet in height or specially designed scaffolds are built by Carpenters, Laborers shall tend said Carpenters on erection thereof; the dismantling of said scaffolds, as well as preparation for foundation or mud-sills for said scaffolds and maintenance of same shall be done by Laborers.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmission Lines: Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, coffer-dams, dams, dikes and irrigation trenches, canals and all handling, filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as access roads, reservoirs, including areas adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc., for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way clearance for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers, lumber handlers and all laborers connected with on-site portable sawmill operations connected with clearing. Erection, dismantling and/or reinstallation of all fences. Cleanup of right-of-way including tying on; signaling, stacking of brush, trees or other debris, and burning where required. All soil test, operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same.

Concrete, Bituminous Concrete and Aggregates:

(a) Concrete, bituminous concrete or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregate, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, Diesel or electrical power. When concrete or aggregate are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited or placed by any other process. The assembly, uncoupling of all connection and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, floating, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screeding, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs walls or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.

(b) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, distributing and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used.

(d) All work on interior concrete columns, foundations for engine and machinery beds.

(e) The stripping of forms, other than panel forms which are to be reused in their original form, and the stripping of forms on all flat arch work.

The moving, cleaning, oiling and carrying of all forms to the next point of erection.

The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sand-blasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

Streets, Ways and Bridges: Work in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and /or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of road-beds and subgrade for all paving, including excavation, dumping and spreading of subgrade materials, ramming, or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing mats, or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing, and strike-off of concrete used therefore. The setting, leveling, and grouting of all precast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, riprap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

Trenches, Manholes, Handling and Distribution of Pipe, etc.: Cutting of streets and ways for laying pipes, cables, or conduits for all purposes; digging of trenches, manholes, etc., handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jack-hammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of walks or aprons by hand or the use of air or other tools. Digging of trenches, ditches, and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling, and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wire, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping.

Shafts and Tunnels, Subways and Sewers: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levies, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of materials from the tunnels or shafts. The cutting, drilling and installation of material used for timbering or retimbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pumpcreteing of gunniting or concrete in any tunnel or shaft. Operation of manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary.

Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc., and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for tremie work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of well points or any other dewatering system.

Compressed Air: In compressed air all work underground or in compressed chambers, including tending of the outer air lock. All work in compressed air construction including, but not limited to groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking, machine operators, mortar men, gauge tenders, rodmen, compressed air electricians, setting of line plate and ring sets, drill runners, powdermen or blasters, air hoist operators, form men, concrete blower operators, cement (invert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skinner track layers, dumpmen, diamond drillers, timbermen and retimbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jetgunmen, gunnite nozzlelemen, gunmen, reboundmen and all other work connected therewith.

Sewers, Drains, Culverts and Multiplate: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing; breaking of concrete, back-filling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling, and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that Employer may direct that this work be done under proper supervision. Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons, or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

Underpinning, Lagging, Bracing, Propping and Shoring: Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way, clearance along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and backfilling, landscaping old and new site.

Drilling and Blasting: All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

Signal Men: Signal men on all construction work defined herein, including traffic control signalmen at construction site.

General Excavation and Grading: The clearing, excavating, filling, back-filling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chairmen, rodmen, grade markers, etc.

Railroad track work: Right-of-way clearance, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling, and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences. Also, maintenance and alteration over track work on property on which a railroad company does not have a property right, and the landscaping thereof.

Signal men: The handling, moving, placing of materials, signaling, hooking on and unhooking, flagging of all power machinery used to perform the Union's jurisdiction of work, where laborers work is involved.

General provisions: The Employer shall furnish any necessary protective medication such as petroleum jelly, to prevent burns from creosote or chemicals which may prove injurious to the skin.

On a jobsite requiring a Tool Shanty, said Tool Shanty shall be tended by a Laborer if Employer determines tending is required.

Portable Water Pumps shall be tended by Laborers if Employer determines tending is required.

In any instance where a Machine replaces only the work of Laborers, said Machine shall be operated by a Laborer, if so determined by the Employer.

Any Structure 125 feet high or more shall require the use of a Man Cage.

ARTICLE X MISCELLANEOUS

Section 1. Wage Payment. Wages must be paid by payroll check and shall include a stub or statement showing the number of straight time and overtime hours worked, the rate of pay and all deductions from the check. In no event shall the Employer withhold for more than five (5) days, wages accruing prior to the pay day. Pay day shall be once each week on a specified day during working hours.

Section 2. When the services of an employee are no longer required and he is discharged or laid off, he shall be paid before his quitting time or by mail postmarked within 24 hours after his quitting time and, if not paid within said 24 hours, the Employer shall pay a penalty of four hours of pay at the straight time rate for each succeeding 24 hours of delay. It is understood that said 24 hour periods shall not include Sundays or holidays.

Section 3. Wages. If an Employer fails to pay wages or fringe benefits, the arbitration procedures herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

This clause shall be inoperative if the amount of wages and/or fringe benefits is bonafidely disputed by the Association and Business Manager. In such instance the Employer shall then pay the wages and/or fringe benefits admitted to be due and the balance shall be settled by the arbitration procedure as provided herein.

Section 4. For all Employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in accordance with applicable State Law and regulations. Employer shall pay all taxes necessary to secure such Employees the benefits of the Illinois Unemployment Compensation Insurance Act irrespective of the number of Employees employed.

Section 5. Employer shall have the right to make such deductions from an Employees' wages as may be required by Federal, State or local law, including social security and withholding tax payments.

Section 6. Employers shall at all time comply with applicable State and Local laws relating to safety.

Section 7. Employer shall furnish rubber boots to Employees working in water, sloppy concrete, and mud if the conditions so warrant. Employees working in rain or in such places where water may fall upon them shall be furnished with rubber coats.

Section 8. A suitable heated shelter shall be provided as a place for Employees to change clothes. The shelter so provided shall not be used for any other purpose.

Section 9. The Employer agrees to furnish sanitary toilets on major projects where laborers are employed.

Section 10. Water. The Employer agrees to furnish fresh cool water on all projects, under sanitary conditions with sanitary drinking cups, during working hours.

Section 11. Job Site Injuries. The selection of the doctor for anyone working under this Agreement who is injured on the job shall be by the injured individual if desired by him. The Employer shall pay all medical, surgical and hospital expenses as required by law.

Section 12. An Employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay for the balance of the day at the applicable hourly rate while receiving medical attention or if directed by the Employer or doctor not to work for the balance of the day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Employer's or Employee's doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for the straight time hours lost from work for that day. This time off shall be made as convenient as possible for the Employer and the doctor.

ARTICLE XI GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any dispute concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and Union, in the first instance. Jurisdictional disputes (that is, competing claims for the assignment of work) are not subject to being processed through this grievance procedure.

Section 2. In the event that the matter is not settled, the Union may file a written grievance, which shall be submitted to a Joint Grievance Committee (hereinafter the "JGC") comprised of three (3) Employer representatives selected by MARBA and three (3) Union representatives selected by the Construction and General Laborers' District Council of Chicago and Vicinity, which shall convene monthly. The JGC shall adopt its own rules of procedure. The Union must file the grievance within forty-five (45) days of the date of the occurrence giving rise to the grievance or when the affected employee knew or reasonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure. The determination of the JGC shall be governed by majority vote, provided that the Employer representatives and Union representatives shall have equal voting power. If decided by majority vote, the grievance determination and any relief determined to be appropriate shall be final and binding upon all parties. Laborers who prevail in their grievances shall be compensated for two (2) hours lost time to attend the JGC Grievance hearing. Grievances shall be dismissed if the grievant fails to appear at the scheduled hearing and no continuance is granted by the JGC.

Section 3. In the event that the JGC is deadlocked upon the disposition of a grievance, then the Union or the Employer may refer the matter to arbitration by so notifying the other within thirty (30) days of the date of the JGC decision. The moving party shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, provided that all arbitrators maintain their principal office in the

Chicago area. The party selected by lot shall strike the first name from the list, then parties shall alternately strike names from the list until one arbitrator remains.

Section 4. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall not be empowered to amend, alter or add to this Agreement. The arbitrator's expenses shall be jointly paid by the Employer and the Local Union between whom the grievance exists.

Section 5. Any party who fails to comply with an award within seven (7) days' notice of an arbitrator's award or the JGC determination shall be responsible for an additional ten percent (10%) liquidated damages on any monetary award and all court costs and reasonable attorney fees actually incurred by the party enforcing the award.

Section 6. With regard to Articles VIII and IX, the Union reserves its right, and it shall not be a violation of this Agreement, for the Union to strike, picket and/or withdraw its employees from any Employer who fails to pay wages or fringe benefits as required under this Agreement. Except as provided in Articles VIII and IX, there shall be no strike, slowdown, withdrawal of men or other concerted refusal to work by the Union or the employees during the term of this Agreement. Further, there shall be no lockout by the Employer.

ARTICLE XII SUPERVISORS

Section 1. To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraph 3 of Article XIII and Paragraph 3 of Article XIV of this Agreement only, the bargaining unit shall also include those persons in the employ of an employer who are supervisors, as defined in the Labor Management Relations Act, as amended; and who at one time were employee members of the bargaining unit herein on whose behalf contributions were required to be made to the trust funds described in the aforesaid Paragraph 3 of Article XIII and Paragraph 3 of Article XIV hereof.

ARTICLE XIII BONDING

Section 1. All Employers shall procure, carry and maintain a surety bond in form and amount satisfactory to the Union, but not less than in the principal sum of \$5,000.00, to guarantee payment of wages, Pension and Welfare Trust contributions, during the term of this Agreement.

Section 2. If the Employer employs between seven (7) and ten (10) laborers, the surety bond shall be increased to \$15,000, if the Employer employs between eleven (11) and twenty (20) laborers, the surety bond shall be increased to \$25,000. If the Employer employs twenty-one (21) to forty (40) laborers, the surety bond shall be increased to \$35,000. If the Employer employs forty-one (41) or more laborers, the surety bond shall be increased to \$45,000.

ARTICLE XIV ALCOHOL AND SUBSTANCE ABUSE

The parties incorporate the CISCO Uniform Drug/Alcohol Abuse Program, as modified, attached hereto as the Addendum.

It is recognized that some client owners require additional substance abuse procedures to be followed on their projects for all trades, and it shall not be a violation of this agreement for signatory employers to comply with such procedures, provided prior written notification is given to the District Council.

**ARTICLE XV
APPROVAL**

Section 1. Employers' Warranty: The signatory Association and its bargaining association represent and warrant that they are the bargaining agents of all the individual Employers of the signatory Association who are now or hereafter become members of said Association and who assign to the Association full authority to negotiate and execute this Agreement.

Section 2. Execution. It is expressly agreed and understood that execution of this Agreement by authorized representatives of the signatory Association shall be conclusively presumed sufficient legal execution by all individual contractors represented by said Association and that individual executions are not required for this Agreement to be binding on such Contractors.

Section 3. Saving Clause. Any provision contained herein which is contrary to or held to be in violation of any State or Federal Law shall be void and of no force or effect, and this Contract shall be construed as though such void provision were not a part hereof; it being intended that the other provisions of this Contract shall not be effected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized agents and representatives on or as of June 1, 2001.

**THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION
for the FOX VALLEY GENERAL CONTRACTORS ASSOCIATION**

By: David H. Lorig

**THE CONSTRUCTION AND GENERAL LABORERS' DISTRICT
COUNCIL OF CHICAGO AND VICINITY and
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL UNION Nos. 149, 582, and 1035**

By: Frank Riley
LABORERS' DISTRICT COUNCIL

By: James P. Connolly
LABORERS' DISTRICT COUNCIL

By: Toby E. Koth
Local No. 582

By: Gordon A. Anderson
Local No. 1035

By: Joseph Mann
Local No. 149

ADDENDUM

CONSTRUCTION INDUSTRY SERVICE CORPORATION JOINT LABOR-MANAGEMENT UNIFORM DRUG/ALCOHOL ABUSE PROGRAM

I. Policy Statement

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. (Company Name), and the signatory unions seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, health work environment for all of its employees.

II. Definitions

- a. **Company Premises** - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.
- b. **Prohibited Items & Substances** - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcohol beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- c. **Employee** - Individuals, who perform work for (Company Name), including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- d. **Accident** - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.
- e. **Incident** - An event which has all the attributes of an accident, except that no harm was caused to person or property.
- f. **Reasonable Cause** - Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

III. Confidentiality

- a. All parties to this policy and program have only the interest of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your illness is handled in a confidential manner.
- b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".
- c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

- e. The handling and transportation of such specimen will be properly documented through the strict chain of custody procedures.

IV. Rules - Disciplinary Actions - Grievance Procedures

1. Rules - All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
 - a. Use, possess, dispense or receive prohibited substances on or at the job site; or
 - b. report to work with any measurable amount of prohibited substances in their systems.
2. Discipline - When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:
 - a. Applicants testing positive for drug use will not be hired.
 - b. Employees who have not voluntarily come forward, and who test positive for drug use, will be terminated.
 - c. Employees who refuse to cooperate with testing procedures will be terminated.
 - d. Employees found in possession of drugs or drug paraphernalia will be terminated.
 - e. Employees found selling or distributing drugs will be terminated.
 - f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.
3. Prescription Drugs - Employees using prescription medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making any appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by a prescribed physician.
4. Grievance - All aspects of this policy and program shall be subject to the grievance procedure contained in the applicable collective bargaining agreement.

V. Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operations of this policy and program, it may be necessary to require testing under the following conditions:

- a. A pre-employment drug and alcohol test may be administered to all applicants for employment. Employees recalled to work by an Employer, and employees referred to an

Employer by the Union who are requested to be tested, shall be compensated at their regular hourly rate of pay for the time required in such testing;

- b. A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- c. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;
- d. Testing may be required as apart of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood tests will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.