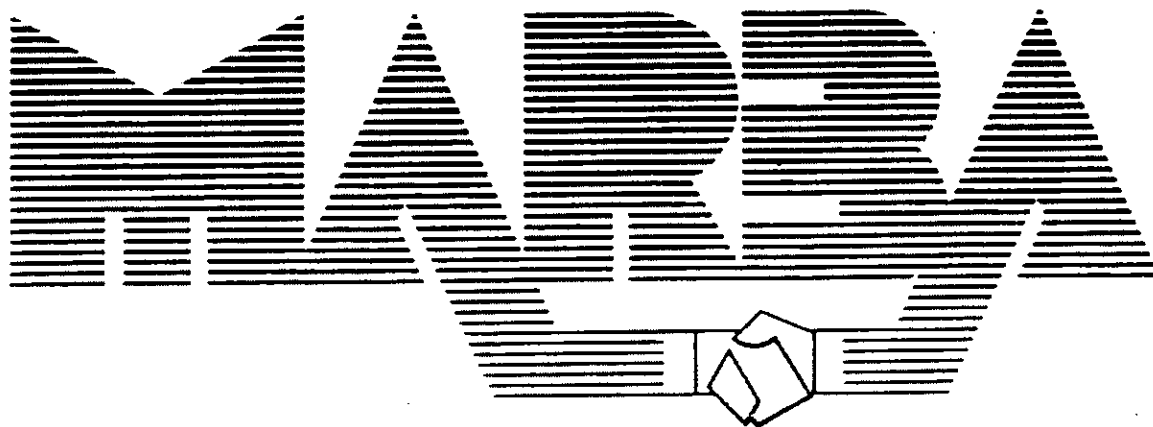


MID-AMERICA REGIONAL BARGAINING ASSOCIATION



LABORERS SEWER & TUNNEL AGREEMENT

BETWEEN

MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA)

AND

SEWER AND TUNNEL MINERS LOCAL UNION 2

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. Since MARBA relies on other sources for the information, however, 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.

**SEWER AND TUNNEL MINERS UNION
LOCAL NO. 2
TERM OF AGREEMENT
6/1/01 - 5/31/06**

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**SEWER AND TUNNEL MINERS UNION, LOCAL 2
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
and
CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY**

**AGREEMENT
June 1, 2001 to MAY 31, 2006**

This AGREEMENT made and entered in the City of Chicago, Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois, (certain local unions covering Counties outside Cook and DuPage County may have local agreements which differ from this area-specimen agreement. In these cases, local area agreements shall prevail for work performed in the respective areas; however, nothing herein shall limit the geographic jurisdiction of this Agreement to less than the geographic area covered by the Laborers' District Council of Chicago and Vicinity), on the 1st day of June, 2001 by and between:

- 1) The Sewer and Tunnel Miners Union, Local No. 2, affiliated with the Laborers' International Union of North America, AFL-CIO and Construction and General Laborers' District Council of Chicago and Vicinity (hereinafter called the "Union"); and
- 2) The Underground Contractors Association and their individual members having assigned bargaining representation to the Mid-America Regional Bargaining Association (hereinafter called the "Employer"); and
- 3) All other persons, firms, partnerships and corporations who have signed this Agreement, hiring men engaged in the trade (hereinafter described), individually and collectively (herein also called the "Employer"); shall remain in full force and effect until 11:59 P.M. May 31, 2006.

If either party wishes to modify this Agreement, it shall serve written notice by certified or registered mail, upon the other party not less than sixty (60) days prior to May 31, 2006 of its intent to begin negotiations for a new Agreement. In the absence of the service of such notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration date, by and between the parties in area-wide bargaining, from year to year thereafter.

WITNESSETH:

PURPOSE OF AGREEMENT

The purpose of this agreement is to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes which might arise between Employer and Employees; to prevent waste and unnecessary and avoidable delays and expense; to provide employment in accordance with conditions hereinafter set forth, at the wages hereinafter agreed upon, so that stable and equitable conditions may prevail in such work and trade; and to establish the necessary procedure by which these ends may be accomplished.

DECLARATION OF FUNDAMENTAL PRINCIPLES

The following principles are hereby declared to be fundamental to this Agreement:

- 1) It is the intention of all the parties hereto to fully comply with the provisions of the Labor-Management Relations Act of 1947, and all acts amendatory thereto, anything to the contrary notwithstanding.
- 2) The Employer is at liberty to hire and discharge whomever he sees fit, consistent with the existing Federal, State and Municipal laws appertaining thereto.
- 3) In the absence of a Referral System, the Employer, should the need arise, shall notify the Union of opportunities of employment with such Employer; however, when not so notified by Employer of such opportunities of employment, the Union shall be extended the opportunity to refer qualified applicants for such employment.

- 4) There shall be no limitations or restrictions as to the amount of work a man shall be required to perform during a working day.
- 5) There shall be no restrictions of the use of machinery, tools or appliances.
- 6) The principles contained in this paragraph are fundamental, and no other terms of this Agreement shall be construed as being in conflict therewith.
- 7) The parties hereto desire to establish the necessary procedure to accomplish the purposes and put into effect the principles above stated.
- 8.) The parties agree that Employees will not be discriminated against because of race, creed, religion, color, age, sex or national origin.

THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

Article I RECOGNITION

Paragraph 1. The UNDERGROUND CONTRACTORS ASSOCIATION and their individual members having assigned bargaining representation to the MID-AMERICAN REGIONAL BARGAINING ASSOCIATION, recognizes and confirms the Union as the sole and exclusive bargaining agent for all Employees employed in work covered by the trade and territorial jurisdiction of the Union by Employers who are now members of the Association or such Employers as may hereafter become members of the Association and who have assigned bargaining authority to the Association or other Employers signatory to this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, fringe benefits, hours of employment and other conditions of employment. The Union recognizes and confirms the Association as the sole and exclusive bargaining agent for its members and for such other persons, firms, partnerships and corporations as may hereafter become members of the Association and who have assigned bargaining authority to the Association.

Paragraph 2. All other persons, firms, partnerships and corporations, who are not members of the Association, who have signed this Agreement, recognize and confirm the Union and the Union recognizes and confirms the signatories individually or collectively as the sole respective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, fringe benefits, hours of employment and other conditions of employment for all Employees employed by such signatory Employers who engage in work which comes within the trade and territorial jurisdiction of the Union.

Paragraph 3. All other persons, firms, partnerships and corporations, who are not members of the Association, or signatories hereto who engage in work which comes within the trade and territorial jurisdiction of the Union shall be subject to the terms of this Agreement.

Article II JURISDICTION

Paragraph 1. TERRITORIAL SCOPE OF AGREEMENT The area in which this Agreement shall apply shall cover all work in the Counties of Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois, (certain local unions covering Counties outside Cook and Lake County may have local agreements which differ from this area-specimen agreement. In these cases, local area agreements shall prevail for work performed in the respective areas; however, nothing herein shall limit the geographic jurisdiction of this Agreement to less than the geographic area covered by the Laborers' District Council of Chicago and Vicinity), or within such other area as the Union may later establish lawful jurisdiction during the period of this Agreement.

Paragraph 2.1 SUBCONTRACTING 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 Paragraph 2.1), then the contractor shall be relieved of any liability under this Paragraph 2.1.

Paragraph 2.2. 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) Paragraph 2.2 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, Paragraph 2.2 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 Paragraph 2.2.

c) All disputes arising under Paragraph 2.2 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 Paragraph 2.2. The Employer shall not be liable for the wages and fringe benefits owed by a subcontractor.

d) Under Paragraph 2.2, 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 Paragraph 2.2.

e) The Employer shall promptly provide a list of its subcontractors on a job upon written request from the Union.

Paragraph 3. TRADE JURISDICTION This Agreement shall apply to all Employers engaging Employees who perform any of the following work:

a) The digging and excavating for sewers, catch basins, manholes, test holes, shafts and subways; the excavation for bridges and viaduct abutments; the excavation or the digging of trenches for, and the laying of, drain pipes, concrete pipes, water pipe extensions, conduits in which wire or cables are carried or run, and pipe lines for gas, either natural or artificial, including excavations or digging to uncover such drain pipes, concrete pipes, water pipes, sewer pipes, conduits and gas pipe lines for the purpose of relocation, removal, repair or alternations of such pipes, conduits or pipe lines; the handling, placing and bracing in position of all sheeting forms and steel reinforcing, including the driving thereof, and the welding and burning of same, putting on grout mortar on bottom of sewers about pumping stations, including the erection, alteration and remodeling of same; all common labor performed in connection with the erection, alteration, remodeling, or demolition of bridges and viaducts, all installations of repairs to and removal of temporary ventilation pipes or water lines in underground work, sewer work or tunnels; the laying and connecting of all non-metallic pipes; the rodding of all sewer, drain and conduit pipes or systems; and all common labor performed on or about, or in connection with the mixing or handling of materials on any of the work above set forth.

All facets of work in conjunction with directional boring machines if the Employer elects to assign this work to the Laborers.

b) All work performed in free or compressed air in shafts and tunnels for piping, sewers, water, subways (mass transportation systems of all kinds), transporting, diversion, storage, shelters, aquifers and all other types of reservoirs, related to water pollution projects, and all other types of reservoirs, caissons, cofferdams, dikes, dams, levees, culverts, flood control projects, pilings, soil test borings, ground water well test holes, seismograph testing of subsurface, geology, excavation for subsurface installations of industrial, manufacturing, commercial, military, federal, state, county and municipal governmental facilities of every type and description, missile and anti-missile silo shafts, and underground construction for the preparation of the installation of atomic smashing accelerations and appurtenances; and all other underground structures of every type, nature and description in free or compressed air.

(c) The work covered by this Agreement shall be classified as follows: All preparatory work, including the excavating, bracing, drilling and blasting (handling of all powder, including splitting and making of primers), mucking and removal of material from the tunnels and shafts; the cutting, drilling and in-

stallations of materials used for timbering or re-timbering, lagging bracing, propping or shoring the shaft or tunnel, and all welding incidental thereto; 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, pumpcreting and guniting of concrete in any tunnel or shaft; the operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; all concrete work described as above, and in addition thereto, the hooking on, signaling and dumping of concrete for work over on caissons, pilings, abutments, etc.; the installation of pipe, gratings and grill work for drains or other subsurface purposes; the installation of well points or any other dewatering systems; and also all alterations, maintenance and demolition work on all underground projects; and all other work covered by classifications hereinafter enumerated in Article V herein.

(d) **Compressed Air:** In compressed air, all work underground or in compression chambers, including tending of the outer air lock, shall be covered by this agreement; all construction work in compressed air including, but not limited to, grout men, track men, drillers, shield drivers, miners, lock tenders, muckers, and mucking machine, motor men, rod men, laser beams, compressed air electricians, liner plate setters, ring setters, dynamite men or blasters, air hoist, form men, concrete blower, concrete laborers, power knives, erectors, key boards, agitator car, car pushers, grout machines, steel setters, cage tenders, skimmers, track layers, dump men, timber men or bracers, cherry pick men, nippers, chuck tenders and cable tenders, vibrator men, jet gunmen, gunmen, gunite nozzle men, and all other types of work connected therewith shall be covered by this Agreement.

PERIOD AND INTERVALS OF WORK FOR EACH TWENTY-FOUR HOUR PERIOD

Pressure	Periods	Compression and Decompression
More than Minimum number of pounds Column 1	Not more than maximum number of pounds Column 2	Maximum total hours Column 3
		See Current OSHA Regulations
Normal	15	8
16	26	6
27	33	4
34	38	3
39	43	2
44		1

The Employer may determine the time of each period when the pressure is not more than fifteen pounds per square inch, provided that the total for the periods does not exceed eight hours and does not conflict with OSHA regulations. The limits or hours as specified in said table shall apply accordingly to the maximum pressure attained at any time during the period.

**Article III
UNION SECURITY**

All Employees who are members of the Union on the effective date of this Agreement shall be required to remain members in good standing as a condition of employment during the term of this Agreement. All other Employees shall be required to become and remain members of the Union in good standing as a condition of continued employment from and after the eighth day following the beginning of his employment or the effective date of this Agreement, whichever is later. For the purpose of this Agreement, an employee shall be considered a member of the Union in good standing, provided he is not delinquent in tendering payment of his periodic union dues and the initiation fees uniformly required by

the Union as a condition of membership. If any employee shall fail to comply with the membership requirements of this Agreement, the Union may notify the Employer to discharge such employee. The Employer agrees that he will discharge such employee when notified in writing by the Union that such employee has failed to comply with the membership requirements of this Agreement. The Union, by written notice served by registered mail upon the Employer, may demand the discharge of said employee, specifically stating the basis of said demand, and subject at all times to the Union guarantee to defend, save harmless and indemnify the Employer from any claims or damages accruing to the employee as a result of the wrongful discharge demand by the Union. The foregoing in all other aspects shall be subject to existing and applicable Federal and state laws governing labor management relations. This Union security provision shall be subject to immediate negotiation with the Employer as to any further changes permissible under future legal authority.

**JOB NOTIFICATION AND PRE-JOB CONFERENCE
NOTIFICATION
(Tunnel Work Only)**

- 1) Immediately upon obtaining a job, the Employer shall notify the Union at its Office, currently located at 8842 W. Ogden Avenue, Brookfield, IL 60513, Phone (708)-387-2075, or such other location as designated by the Union, describing the size, location and length of the proposed job and the starting time thereof, at least one (1) week prior to the proposed starting date, for the purpose of arranging a pre-job conference.
- 2) The Employer or his authorized representatives, the District Council, and the Local Union involved shall hold the aforesaid pre-job conference so that the start and continuation of the work may progress without interruption. It shall be the purpose of the pre-job conference to agree upon such matters as the applicable work week and establish starting time, the number of men to be employed, including the number of key men required by the Employer, the method of referral, whether or not there will be a check-off of Union initiation fees and dues, or Agency fees, the applicable wage rates and other matters, not including the interpretation of this Agreement it being agreed that any interpretation of this Agreement, should be made between the principal parties hereto so that proper application thereof may be made on the jobs.
- 3) The Union and the Employer Associations agree to send a copy of this Agreement to all of their affiliates so that the work covered by this Agreement may be performed in an effective and peaceful manner and the Union agrees that the terms of this Agreement shall be recognized by its affiliated District Councils and Local Unions.

**Article IV
CHECK-OFF & DUES DEDUCTIONS**

Paragraph 1. Employers also agree to deduct from the net earnings payable to an Employee covered by this Agreement, initiation fees and quarterly Union dues insofar as permitted by state and federal laws upon receipt and in accordance with a duly executed authorization form from the Employees. Said authorization form shall not be revocable for a period of more than one (1) year or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 2. 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 for each hour worked or such amount as approved by the Union, and shall remit monthly to the Union 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 10th day of the month next 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.

Paragraph 3. 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 revocable for a period of more than one (1) year, or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 4. 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 attorneys' fees on behalf of the beneficiaries of such indemnity.

Paragraph 5. 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.

**Article V
WAGES, HEALTH AND WELFARE AND PENSION
FUND AND PAYMENTS THEREOF**

Paragraph 1. WAGES The scale of hourly wage rates for Sewer Work, Drain Work, Manholes, Water Pipes, Conduit Pipes and Systems and other related tunnel and non-tunnel work shall be increased by \$1.65 per hour effective June 1, 2001 to May 31, 2002 for a wage rate of \$26.65 per hour which includes the dues deduction. June 1, 2002 to May 31, 2003, \$1.80 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion. June 1, 2003 to May 31, 2004, \$2.00 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion. June 1, 2004 to May 31, 2005, \$2.20 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion. June 1, 2005 to May 31, 2006, \$2.20 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion.

The foregoing allocations may include allocations to LECET. 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.

SEWER WORK

CLASSIFICATION	6/01/01	6/01/02	6/01/03	6/01/04	6/01/05
Air Track Drill Operations.....	\$27.00	\$1.80	\$2.00	\$2.20	\$2.20
Bottom Men.....	27.00				
Bracers-Bracing.....	27.00	to be allocated between wages and			
Bricklayers Tenders.....	27.00	fringe benefits by the Union in its			
Catch Basin Diggers.....	27.00	sole discretion.			
Drainlayers.....	27.00				
Dynamiters.....	27.00				
Form Men.....	27.00				
Jackhammermen.....	27.00				
Powerpack.....	27.00				
Pipelayers.....	27.00				
Rodders.....	27.00				
Welders and Burners.....	27.00				
Well Point System Men.....	27.00				

Cement Carriers.....	26.875
Cement Mixers.....	26.875
Concrete Repairmen.....	26.875
Mortar Men.....	26.875
Scaffold Men.....	26.875
Second Bottom Men.....	26.875
Concrete Laborers.....	26.775
Steel Setters.....	26.775
Signal Men.....	26.65
Top Laborers.....	26.65
All Other Laborers.....	26.65

Apprentices (1st 6 months).....	60% of base rate:	(\$15.99)
Apprentices (2nd 6 months).....	70% of base rate:	(\$18.655)
Apprentices (3rd 6 months).....	80% of base rate:	\$21.32)
Apprentices (4th 6 months).....	90% of base rate:	(\$23.985)
Apprentices (after 24 months)....	100% of base rate:	(\$26.65)

The premium over and above wages and classifications for all Employees working in compressed air should be as follows:

0 - 15 pounds	\$1.00 per hour
16 - 20 pounds	\$1.50 per hour
21 - 26 pounds	\$2.00 per hour
27 - 33 pounds	\$3.00 per hour
34 and over	\$4.00 per hour

TUNNEL WORK

CLASSIFICATION	6/01/01	6/01/02	6/01/03	6/01/04	6/01/05
Maintenance Technician.....	\$27.00	\$1.80	\$2.00	\$2.20	\$2.20
Air Track Drill Operators.....	27.00				
Miner.....	27.00				
Bricklayers Tenders.....	27.00				
Concrete Blower Operators.....	27.00				
Drillers.....	27.00				
Dynamiters.....	27.00				
Erector Operators.....	27.00				
Form Men.....	27.00				
Jackhammermen.....	27.00				
Powerpack.....	27.00				
Mining Machine Operators.....	27.00				
Mucking Machine Operators.....	27.00				
Laser Beam Operators.....	27.00				
Liner Plate & Ring Setter.....	27.00				
Shield Driver.....	27.00				
Power Knife Operators.....	27.00				
Welders-Burners.....	27.00				
Pipe Jacking Machine Operators..	27.00				
Skinner.....	27.00				
Concrete Repairmen.....	26.875				
Lock Tender (Pressure Side).....	26.875				
Mortar Men.....	26.875				
Muckers.....	26.875				
Grout Machine Operators.....	26.875				
Track Layers.....	26.875				
Air Hoist Operators.....	26.775				
Key Board Operators.....	26.775				

to be allocated between wages and fringe benefits by the Union in its sole discretion.

Car Pushers.....	26.775
Concrete Laborers.....	26.775
Grout Laborers.....	26.775
Lock Tenders (Free Air Side)....	26.775
Steel Setters.....	26.775
Tuggers.....	26.775
Switchmen.....	26.775
Cage Tenders.....	26.65
Dump Men.....	26.65
Flagmen, Signalmen.....	26.65
Top Laborers.....	26.65
Rod Men.....	26.65

Paragraph 2. The scale of hourly wage rates for Foremen and Sub-Foreman shall be as follows:

CLASSIFICATION	6/01/01	6/01/02	6/01/03	6/01/04	6/01/05
Sewer and Caisson Foremen.....	\$27.75	\$1.80	\$2.00	\$2.20	\$2.20
Sewer and Caisson Sub-Foremen.....	27.45	to be allocated between wages and fringe benefits by the Union in its sole discretion.			
Tunnel Foremen.....	28.25				
Tunnel Sub-Foremen.....	27.75				
General Foreman.....	28.25				
Superintendent.....	28.25				

Paragraph 3. 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.

Paragraph 4. 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.

Paragraph 5. 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.

Paragraph 6. MANNER OF 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 and rate of pay.

Paragraph 7. 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 to be allocated from the economic package for that year. (See Article V, Paragraph 1)

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, as well as any amendments thereto.

Paragraph 8. 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 to be allocated from the economic package for that year. (See Article V, Paragraph 1)

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' Pension Fund, as well as any amendments thereto.

The parties agree that the Employer shall make lump sum contributions to employee fringe benefit accounts, administered by the Trustees on behalf of each employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

The Trustees of the Welfare Fund and the Trustees of the Pension Fund shall, among other things, have authority to determine the type and amount of benefits to be provided in each of said funds, the eligibility rules governing entitlement to benefits, and whether and to what extent benefits are to be provided for covered Employees.

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

A grace period of thirty days (30) shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest per annum from the due date until they are paid.

Further, in the event the Trustees refer the account to legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc.

Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

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 their authorized representative, 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 IV.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

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.

Paragraph 9. SUPERVISORS: To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraphs 7 and 8 of Article V 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 7 and 8 of Article V hereof.

Article VI BONDING TO GUARANTEE WAGE PAYMENTS AND WELFARE AND PENSION CONTRIBUTIONS

Paragraph 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.

Paragraph 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.

Paragraph 3. The Employer shall give notice to the Union and the appropriate Fund Office in writing not later than ten (10) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

- (a) Formation of Partnerships;
- (b) Termination of business;
- (c) Change of name commonly used in business operation;
- (d) Change in form of business organization;
- (e) Incorporation of business;
- (f) Dissolution of corporation;
- (g) Name and business organization of successor;
- (h) Admission to or withdrawal from any association operating as a multi-employer bargaining agent.

Article VII INDUSTRY FUNDS

Paragraph 1. Each Employer shall pay into the MIDWEST 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 six cents (\$.06) for each hour worked for the Employer by those of his Employees covered by this Agreement.

Each Employer shall pay into the Chicago-Area Laborers-Employers Cooperation and Education Trust ("LECET"), the amount of five cents (\$.05) for each hour worked for the Employer by those of his Employees covered by this Agreement.

Each Employer shall pay into the Laborers' District Council Labor-Management Cooperation Committee ("LDC/LMCC"), the amount of twelve cents (\$.12) for each hour worked for the Employer by those of his Employees covered by this Agreement.

Each contractor shall contribute one cent (\$.01) per hour for each hour worked by his/her employees covered by this Agreement to the Construction Industry Service Corporation ("CISCO"), a not for profit corporation.

Paragraph 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund, as well as any amendments thereto, and agrees to be bound by all actions taken by the Trustees of said Industry Fund pursuant to said Agreement and Declaration of Trust and amendments thereto. The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the LECET and LDC/LMCC, as well as any amendments thereto.

Paragraph 3. Inasmuch as the existence and utilization of these Industry Fund(s) should result in increased construction and, therefore, in increased construction job opportunities for Employees, the Union agrees to cooperate in assuring that the contributions required by this Article are in fact made by Employers bound by this Agreement.

SAFETY FUND

Paragraph 4. For the period June 1, 2001 to May 31, 2006 each Employer shall contribute one cent (\$.01) per hour for each hour worked by its Employees covered by this Agreement to the Chicagoland Construction Safety Council, a not for profit corporation.

Article VIII WORK HOURS - OVERTIME - HOLIDAYS ELECTION DAYS

HOURS:

Paragraph 1. Eight (8) hours shall constitute a regular workday, from Monday through Friday.

Paragraph 2. Forty (40) hours shall constitute a regular workweek, from Monday through Friday.

OVERTIME:

Paragraph 1. Time and one-half shall be paid for all time worked up to two and one-half (2½) hours in excess of eight (8) hours in any one regular work day.

Paragraph 2. Double time shall be paid for all time worked in excess of ten and one-half (10½) hours in any one regular workday.

Paragraph 3. Time and one-half shall be paid for all time worked in excess of forty (40) hours in any workweek.

Paragraph 4. Time and one-half shall be paid for any work done on Saturdays for the first eight (8) hours regardless of the number of hours worked in the regular workweek; and double time shall be paid for all time worked over eight (8) hours.

Paragraph 5. 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.

HOLIDAYS:

The following days shall be considered Holidays and shall be paid at double time rates: All Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. All Sunday and Holiday work shall be cut to a minimum and shall be resorted to only protect life and property. When a Holiday falls on Monday through Friday, make-up day on Saturday shall be paid at time and one-half for the first eight (8) hours and double time thereafter. 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.

ELECTION DAYS:

Paragraph 1. On Election Days, the individual employee in this trade shall be allowed not more than two (2) hours' from the job without pay for the purpose of voting.

Paragraph 2. The time allowed shall be at the Employer's discretion so as not to interfere with scheduled work, except where such discretion is in conflict with State or Federal laws.

Article IX SHIFT WORK

Paragraph 1. No Employee shall work more than one shift of eight (8) hours in twenty-four (24), except as herein provided.

Paragraph 2. Eight (8) hours shall constitute a night's work which under normal, usual and ordinary conditions and circumstances shall commence at 4:00 P.M. when two gangs are employed' where three gangs are employed, one shift will follow the other, and in order that work may be continuous, the shifts shall begin at 8:00 A.M.; 4:00 P.M.; and 12:00 o'clock midnight.

Paragraph 3. Under other conditions and circumstances, starting time of eight (8) hour shifts shall be optional with the Employer, provided said Employer notifies the Employee of such starting time.

Paragraph 4. When three eight (8) hours shifts or two twelve (12) hour shifts are worked, one (1) eating period of one-half hour during each shift shall be allowed without a deduction of pay. Where one or two eight (8) hour shifts are worked, the eating-period pay will not apply. 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.

When it is necessary that the contractor use more than one shift for a period of three (3) or more consecutive days, the Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.

Article X
WORK RULES AND CONDITIONS

Paragraph 1. REPORTING TIME PAY

a) After a person has been hired and ordered to report for work at the regular starting time and no work is provided for him on the day he has so reported, he shall receive four (4) hours pay at the rate applicable for that day, weather conditions, fire, accident or other unavoidable cause, beyond the Employer's control excepted: however, when an employee is directed to wait before starting work during inclement weather by the Employer, his Superintendent or Foreman, and said employee is not notified within thirty (30) minutes that no work will be done because of such conditions, the employee shall receive two hours pay; further, if Employees perform any work and then are prevented from completing a day's work because of inclement weather, they shall receive a minimum of four (4) hours pay; but if they work over four (4) hours, they shall be paid for eight (8) hours.

b) **WORK DAY** - Once a work day has been established (starting time) it shall not be changed unless agreed upon by the Employer and the Union. (With the exception of emergencies.)

c) When notification that work shall not be performed on a particular day, notification of such fact to the Steward shall constitute notice to the men, provided such notification is made during working hours and the Steward is afforded a reasonable opportunity to notify the men.

Paragraph 2. When an Employee is discharged or laid off, the Employer shall pay all wages due him on the day of discharge or layoff. Wages due, at the option of the Employer, may be paid in person or placed in the mail that same day.

Paragraph 3. An Employee quitting of his own accord shall be paid on the next regular pay day.

Paragraph 4. At the discretion of the Employer or his Foreman, all small tasks customarily performed by Employees covered by this Agreement may be done by others, if:

a) Such Employees are not on the job;

b) The tasks to be performed and can be done in not more than one-half hour in any one day.

Paragraph 5. SAFETY AND SANITATION Fresh drinking water and suitable shelters for the changing of work clothes shall be provided by the Employer on the job site. In inclement weather, heated shelters shall be provided for such purpose, and all work of the Employee shall be performed under mutually agreed safety and sanitary conditions in conformity with Federal, State and Municipal regulations in effect.

Paragraph 6. TOOLS AND EQUIPMENT There shall be no restrictions of the use of any type of machinery, tools or labor-saving devices. Tools, boots, hard hats, rain gear, implements and safety equipment shall be furnished by the Employer and the same shall remain the property of the Employer.

Paragraph 7. WORKER'S COMPENSATION The Employer agrees to provide security for the payment of compensation to Employees injured, in accordance with the provisions of the Illinois Worker's Compensation Act. The Employer shall, upon request of the Union, submit a certificate of compliance evidencing same.

Paragraph 8. NON-DISCRIMINATION The Employer agrees that there shall be no discrimination against any Employee who may be an officer, steward or member of the Union serving on any committee authorized by the Union.

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.

Paragraph 9. RIGHTS OF PARTIES

- a) Business Representatives of the Union shall be allowed to visit all jobs during working hours to interview the Steward or men working on the job.
- b) In all tunnel work, the Union shall be recognized as the sole Local of the Laborers' International Union of North America to perform the work classified in Article II of this Agreement.

Paragraph 10. PAYMENT DISPUTES Notwithstanding this Agreement of the parties that, in principle, disputes should never cause work stoppages, the parties consider an Employer's default in payment of wages, and contributions to the Health and Welfare and Pension Funds to be grounds for an exception to this principle, and provisions for enforcement of it hereafter made; and the Union is, therefore, expressly authorized to cause the Employees to stop work immediately on any job on which wages admittedly owed are not paid promptly when due. The authorization to cause immediate work stoppage shall not extend to any case where a dispute in good faith exists between the Employer, Employee or Employees as to the amount due. The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

**Article XI
STEWARDS**

Paragraph 1. The Business Representative of the Union shall have the right to appoint one of the Union Employees on the job to act as Steward on said job. He shall be subject to the same terms of employment as any other Employee and said Steward shall not be discriminated against for so acting, and, if qualified, shall remain employed on the job as long as there are other members of the Union to work on the said job. He shall, however, be subject to removal for cause.

Paragraph 2. Among other duties, one of the duties of the Steward shall be to see to it that every Employee is in compliance with Article III of this Agreement when applicable; Employees shall report to the Stewards 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.

Paragraph 3. Where an Employer has been found to have engaged in:
a) a serious violation of the wage provisions of this Agreement by the Joint Grievance Committee or by an arbitrator;
b) a violation of the fringe benefit provisions of this Agreement, by a court order or by a delinquency settlement agreement; or
c) 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.

**Article XII
FOREMEN - SUB-FOREMEN**

When fewer than eight (8) Laborers are employed, then, if in the judgment of the Employer, a Labor Foreman is required upon the work, such Foreman shall be selected by the Employer among the employed Laborers. However, when more than eight (8) but less than sixteen (16) Laborers are employed, the Employer shall be required to select a Laborer as a Labor Foreman. Where more than sixteen (16) Laborers are employed, the Employer shall be required to select a Laborer as a Sub-Foreman for the first sixteen (16) Laborers employed thereafter. When a Labor Foreman is in charge of eight (8) or more Laborers, his duties will be confined to supervision.

**Article XIII
TRAINING AND
APPRENTICE PROGRAM**

Paragraph 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.

Paragraph 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, 2003, 2004 and 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.

Paragraph 3. APPRENTICE PROGRAM FUNDING: The apprenticeship program administered by the JATC shall be self-sustaining. In addition to the sums set forth above in Paragraph 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 or to a designated appointee at the end of each month, and such additional sums as the Union may designate in its sole discretion from the total economic package on June 1, 2002, 2003, 2004 and 2005 under this Agreement.

Paragraph 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.

Paragraph 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

Paragraph 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 jobsites irrespective of the twenty percent (20%) job site maximum specified in this provision.

Paragraph 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 Paragraph 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 XIV SETTLEMENT OF DISPUTES

Paragraph 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.

Paragraph 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.

Paragraph 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.

Paragraph 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.

Paragraph 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.

Paragraph 6. With regard to Article V, 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 Article VIII, 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 XV
ALCOHOL AND SUBSTANCE ABUSE**

The parties incorporate the CISCO Uniform Drug/Alcohol Abuse Program, as modified, attached hereto as 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 XVI
APPROVAL**

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

Paragraph 2. EXECUTION: It is expressly agreed and understood that execution of this Agreement by authorized representatives of the Underground Contractors 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.

Paragraph 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 affected thereby.

**CONSTRUCTION AND GENERAL LABORERS'
DISTRICT COUNCIL OF CHICAGO AND VICINITY**

By: James P. Connolly
Business Manager

By: Frank Riley
President and Secretary-Treasurer

**SEWER & TUNNEL MINERS UNION, LOCAL
NUMBER 2 OF THE L.I.U.N.A.**

By: Richard S. Caravetta
Business Manager

By: Reggie Robinson
Secretary-Treasurer

**THE MID-AMERICA REGIONAL BARGAINING
ASSOCIATION FOR THE UNDERGROUND
CONTRACTORS ASSOCIATION**

By: David H. Lorig

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.

VI. Rehabilitation and Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.

If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.