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Title: Mid-America Regional Bargaining Association, Fox Valley General Contractors Association (Building) and Laborers International Union of North America (LIUNA), Construction & General Laborers District Council of Chicago & Vicinity, Local 1035, 582, 149 (2001)

K#: 8603

Employer Name: Fox Valley General Contractors Association, Mid-America Regional Bargaining Association (building)

Location: IL

Union: Laborers International Union of North America (LIUNA)

Local: 1035, 582, 149

SIC: 1541

NAICS: 23621

Sector: P

Number of Workers: 1400

Effective Date: 06/01/01

Expiration Date: 05/31/06

Number of Pages: 24

Other Years Available: N

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K 8603
1,400 workers

**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION**

24 pp



LABORERS BUILDING 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 BUILDING AGREEMENT
June 1, 2001 to May 31, 2006

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BUILDING AGREEMENT

THIS AGREEMENT entered into by and between the MID-AMERICA REGIONAL BARGAINING ASSOCIATION, for and on behalf of the FOX VALLEY GENERAL CONTRACTORS ASSOCIATION and the present and future members of the Associations who have designated the Association as their bargaining representative AND CONTRACTORS engaged in the business of doing work in the Northern part of Illinois and vicinity, party of the first part, hereinafter referred to as Employer, and the CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, for and on behalf of its LOCAL UNIONS 1035, 582, 149 of the LABORERS INTERNATIONAL UNION OF NORTH AMERICA, party of the second part, hereinafter referred to as the UNION, having jurisdiction in the Counties of BOONE, McHENRY, KANE, and KENDALL in Illinois.

Witnesseth: That in the interest of promoting harmony and security in the relations between contractors and laborers in the building trades and in consideration of the mutual agreement herein contains, the parties to this agreement hereby agree as follows:

ARTICLE I HIRING AND NOTICE

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

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

Section 3. The Employer is exclusively engaged in Building and Construction Industry and the parties 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 the Employer:

- (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 demonstration of Section 3 of this Article the following shall govern:

- (a) The Employer shall advise the Union of all available openings and job requirements at least twenty-four (24) hours prior to the Employer's fulfilling such job requirements.
- (b) **Pre-Job conference:** If the Union elects, a pre-job conference prior to commencement of work shall be held or if need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the Union elects. At the pre-job conference, the Employer shall advise the Union of its requirements as to workmen required in the respective classifications, the probable starting date, duration of the job, and working schedules.
- (c) The Union shall be given an opportunity to refer qualified applicants for employment.
- (d) Individuals so referred shall not be given preference or priority by the Employer over non referred individuals and the Employer shall have sole and exclusive right of accepting or rejecting the individuals so referred.
- (e) Nothing herein shall prohibit the employer from hiring or recruiting workmen from any source it 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 is declared to be unlawful then it shall become inoperative and void and the parties shall immediately meet to negotiate a legal mutually acceptable substitute. The other legal provisions of this 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 II CONDITIONS OF EMPLOYMENT

All new employees shall be required to join the Union after the expiration of seven (7) days of employment or seven (7) days after the execution of this agreement, whichever is later, and shall remain members of the Union in good standing as a condition of employment for the duration of this agreement. Good standing shall mean payment of the initiations fees and working and non-working dues uniformly required as a condition of acquiring or retaining membership in a Local Union. Employees covered by this agreement at the time it has been signed and who are not members of the Union at that time shall be required to join the Union after seven (7) days after the date of execution of this agreement, and remain members of the Union in good standing as a condition of employment for the duration of this agreement.

ARTICLE III HOURS OF LABOR, HOLIDAYS AND OVERTIME PAY

Section 1. Eight (8) continuous hours of work between the hours of 8:00 A.M. and 4:30 P.M., with one-half hour lunch period, from 12:00 to 12:30 P.M. All hours worked before 8:00 A.M. and all hours worked after 4:30 P.M. shall be paid at time and one-half, and double time shall be paid for all hours worked after ten and one-half (10.5) hours in any one work day. When it is necessary to work during the hour from 12:00 P.M. to 1:00 P.M., time and one-half shall be paid. 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.

No work shall be performed on Saturday, Sunday, or Holidays unless permission is granted by the Business Representative of the Locals.

Section 2. Holidays. Double time shall be paid for work done on Sundays and the following Holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. No work shall be done on Labor Day except to protect life or property. **IN WEEKS THAT HAVE DESIGNATED HOLIDAYS THAT FALL DURING THE REGULAR WORK WEEK, BUT NOT MORE 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.**

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 3. Shift work. When work is carried on in two shifts, work can be started earlier at the discretion of the Employer and carried on in two seven and one-half (7 ½) hour shifts at eight (8) hours pay, including lunch time, in order to take advantage of available daylight. 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. No shift work will be allowed for periods of less than one week.

ARTICLE IV FOREMAN AND STEWARDS

Section 1. Whenever five (5) or more laborers are employed on one job, one of these laborers shall act as foreman. All foreman shall receive not less than \$.75 per hour over scale hereinafter specified.

The Employer recognizes the right of the Union to designate job stewards. If requested by the Local Union on major job sites, the Steward shall have preference for overtime, Saturday, Sunday and Holiday work and shall be the last man laid off at the conclusion of the project. The authority of job stewards, so designated by the Union, shall be limited to and shall not exceed, the following duties and activities.

- (a) The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information.
 - (i) have been reduced to writing, or,
 - (ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Employer's business.
- (c) Job stewards have no authority to take strike action, or any other action interrupting the Employer's business.
- (d) The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts by the job stewards. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement and any action taken by the Employer shall not be subject to the grievance and arbitration procedure.

Section 2. 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 V LEGALITY

Section 1. The Employer shall comply with all Federal and State Laws governing the employment of employees and liability to the general public including the Workmen's Compensation, Old Age Benefits and agrees to carry on all laborers' Unemployment Compensation.

Section 2. The employer agrees not to enter into any agreement or contract, either written or verbal with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3. It is further understood and agreed that in the event of a jurisdictional dispute over any of this work described in Article VI which cannot be adjusted by both parties to this Agreement and the contending parties, and if it is determined by proper constitutional authorities after appeal, as being definitely the jurisdiction of some other Union, then such items of work shall be excluded from this Agreement, with the distinct understanding, however, that these provisions shall not be applicable until such time as a decision on the appeal has been definitely determined and after the preliminary determination by some authority in the first instance.

ARTICLE VI SCOPE OF WORK

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 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.

The 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.

Jurisdiction of the Union. 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 filling and grading; 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; signal men and handling of such materials for construction as directed by the Employers; also building in centering for fire proofing; gunnite work in handling of cement gun nozzle, where gunnite 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 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 silo mixer, bucket, hod, wheelbarrow, buggy or any motorized unit for such purpose; bobcats and unloaders for cement masons and concrete contractors and forklifts for brick masons or any other machine.

Unloading, handling and distribution of all materials, fixtures, furnishings 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, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging 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: Underground Duct Work. Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, aqueducts, culverts, flood controls, airports, laying underground steel pipe, transite, clay, concrete, fiber, and plastic, including telephone, telegraph, television and other similar underground duct.

Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing; bracing and propping of foundations, holes, caisson, cofferdams, darns, 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. Clean up of right-of-ways, 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 electric power. When concrete or aggregates 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, carrying, distributing and handling 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 sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

Blasters, shield drivers, miners, brake men, miner's helpers, lock tenders, mucking, machine operators, mortar men, gauge tenders, rod men, compressed air electricians, setting of line plate and ring sets, drill runners, powder men 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, dump men, diamond drillers, timber men and retimber men, cherry pick men, nippers, chuck tenders and cable tenders, vibrator men, jet gunmen, gunnite nozzle men, gunmen, rebound men 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. 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 multipurpose pipe. Cutting of holes in walls, footing, 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. Cleanup and back-filling, landscaping old and new site.

Drilling and Blasting: All work of drilling, jack hammering 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 signal men 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, rod men, grade markers, etc.

Railroad track work: Right-of-way clearance, excavation, grading, sub grading, 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 labor work is involved.

Brick masons, Stonemasons and Tuck Pointers: This Agreement shall cover all work coming within the jurisdiction of the Union. Without limiting the scope or the work covered hereby, it is agreed that the work shall include, but not be limited to, making mix, preparing, tempering and conveying all materials used by Brick mason, Stonemasons and tuck pointers, whether done by hand or machine - all mechanical equipment replacing in whole or part the work of hod carriers shall be cleaned and operated by hod carriers. This includes mixers, grout pumps, wheelbarrows, forklifts, boom winches, tuskyhoists, etc.

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 the use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all 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.

ARTICLE VII WORKING CONDITIONS

Section 1. The employer shall furnish rubber boots whenever reasonably required for men working in water, concrete or mud and shall furnish rubber coats whenever reasonably required for men working in rain or where water drips on them. The Employer shall furnish a suitable place, properly heated when reasonably necessary, where laborers may change their clothes.

Section 2. The Employer agrees to a normal workload for the employees. Should a dispute arise over the interpretation of a normal workload, the matter shall be promptly turned over to the grievance and arbitration procedure for settlement.

Section 3. The Employer agrees to furnish cool, fresh water on all projects under sanitary conditions with sanitary drinking cups during working hours.

ARTICLE VIII 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.

(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 Workers' 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 \$.08 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 IX 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 Payment. Wages must be paid by payroll check. The Employer shall list on each employee's check stub the number of straight time hours and the number of overtime hours, as well as all deductions from the check (including working dues). The Employer shall pay the laborers on a designated day each week, and the men shall be paid on or before the regular quitting time. Employers will not hold back more than three (3) days to make up payrolls.

Section 3. 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 4. The Employer shall have the right to make such deductions from the Employee's salary as required by State and Federal laws for Social Security and Withholding Government Tax.

Section 5. The following wage rates shall apply for all work performed under this Agreement:

CLASSIFICATION	6/1/01	6/1/02	6/1/03	6/1/04	6/1/05
Common Laborer	\$26.65	\$1.80	\$2.00	\$2.20	\$2.20
Jackhammer & Air Spade	\$26.90				
Torch Men (Demolition)	\$26.80	to be allocated between wages and fringe benefits			
Chain Saw Men	\$26.90	by the Union in its sole discretion			
Power Vibrator	\$26.75	(See above paragraph.)			
Power Tampers	\$26.65				
Swing Stage & Boatswain	\$26.90				
Cement Gun Nozzle Men	\$26.90				
Tile Layer & Bottom Men	\$27.00				
Hod Carrier & Plasterer Tender	\$27.00				
Mortar Men	\$26.80				
Tunnel Men	\$26.90				
Caisson Laborers	\$27.15				
Dynamiters	\$27.15				
Tree Surgeon-Toppers	\$26.90				
Night Watchmen	\$26.05				
Dosimeter Use	\$27.65				
Asbestos Laborer	\$27.65				
Toxic & Hazardous Material Remover	\$27.65				
Bobcat	\$26.65				
Forklift	\$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			

Sub-Foremen shall receive \$.45 premium wages over and above top Laborers' Scale under his supervision.

Building Labor Foremen, General Foremen and Superintendents shall receive \$.75 premium wages over and above top Laborers' Scale under his supervision.

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 6. 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.

Section 7. In case of a reasonable doubt concerning the accuracy of an Employee or Employee's hours worked and hourly wage rate paid, the Laborers' Business Manager or Representative shall have the opportunity to examine the payroll records on all employees. 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 this Article.

Section 8. The Employer agrees to deduct, from the pay of all Employees (if requested by the Union) covered by this Agreement, all initiation fees of the Union having jurisdiction over such Employees, and agrees to remit to said Union all such deductions prior to the end of the month for which the deductions are made. Where the law requires written authorization by the Employee, the same is to be furnished in the form required.

ARTICLE X TRAINING AND APPRENTICE PROGRAM

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 XI ACCESS TO PREMISES

The Business Manager or Representative shall have the unrestricted right to visit the Employers' office or any part of the project at any time for the transaction of necessary business with the contractor or employees.

ARTICLE XII WATCHMAN

The day or night watchman on the construction site shall be paid no less than the watchman rate listed in this Agreement. If the watchman is doing any work that comes under any other classifications in this

Agreement, he shall be governed by the working rules and rates that the work comes under. Watchman shall be furnished transportation on jobs where travel is necessary or satisfactory arrangements made. The Employer shall be allowed to work his watchman in shifts of eight (8) hours or less if the Employer so chooses. Time and one-half shall be paid for all Holiday work.

ARTICLE XIII 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 XIV UNION SECURITY

Section 1. In cases where an Employer shall secure work in areas not within the territorial jurisdiction of the Union and desires to employ workers who are members of the local unions which are parties to this Agreement, he may do so, provided all rules in force in said areas are complied with, and the wages are not less than the established wage in said area.

ARTICLE XV 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 XVI 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 XVII SHOW-UP AND NOTIFICATIONS

Section 1. Show-up Time. 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 (2) show-up time. 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 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 2. Except in instances where prior notice is impossible because of causes beyond his control, a member of Local Unions shall, on the day preceding when he cannot report for work, notify the Employer of the fact or forfeit 2 hours pay.

Section 3. Whenever a workman shall start work, the employment shall not be for less than a period of four (4) continuous hours.

Section 4. Whenever a workman or regular Employee shall report for work at the stated starting time and is not put to work, but is requested by the employer to remain available at the job site, he shall be paid for such time he is asked by the Employer to remain at the job site from the starting time.

ARTICLE XVIII AGREEMENT OF PARTIES

Except for the Welfare Agreement and Declaration of Trust, the Pension Agreement and Declaration of Trust, and Agreement and Declaration of Trust of the Fox Valley Construction Industry Advancement Program, referred to in Article IX, this represents the entire agreement to the parties, it being understood that there is no other Agreement or understanding, either oral or written. The Employer understands that the Union is a fraternal society and as such and, in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership within the Union or any other matters for its own use. However, such rules or regulations whether contained in a by-law, constitution or otherwise shall have no affect, directly or indirectly upon this collective bargaining agreement, any employment relations or the relationship between the parties.

Section 1. Supervisors. To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes 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.

**ARTICLE XIX
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 XX
CONTRACT DURATION**

Section 1. This agreement shall remain in full force and effect until May 31, 2006. After May 31, 2001, this Agreement will automatically renew itself from year to year unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date. The parties agree to meet with each other five (5) days after giving or receiving such notice with the end in view of either modifying this agreement or negotiating a new one. This Agreement shall continue in effect from year to year thereafter and specifically adopt any Agreement entered into between the Union and the Fox Valley General Contractors Association subsequent to the expiration date of the Agreement herein adopted unless notice of termination or amendment is given in the manor provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized agents and representatives as of June 1, 2001. Should any part of this Agreement conflict with the Federal or State Laws, that part shall be declared null and void.

**MID-AMERICA REGIONAL BARGAINING
ASSOCIATION, for and on behalf of the
FOX VALLEY GENERAL CONTRACTORS
ASSOCIATION**

By: David H. Lorig

**LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL UNION NOS. 149,
582, 1035**

By: Joseph Mann
Local 149

By: Toby E. Koth
Local 582

By: Gordon A. Anderson
Local 1035

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

By: James P. Connolly

By: Frank Riley

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.