

**CONSTRUCTION AND GENERAL LABORERS' UNION PAVING & SEWER AGREEMENT  
 LOCAL NO. 152 OF LAKE COUNTY, ILLINOIS  
 TERM OF AGREEMENT  
 June 1, 2017 to May 31, 2021**

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**PAVING AND ROAD AGREEMENT & SEWER AGREEMENT**  
between the  
**GREAT LAKES CONSTRUCTION ASSOCIATION**  
represented by  
**MID-AMERICA REGIONAL BARGAINING ASSOCIATION**  
and  
**CONSTRUCTION AND GENERAL LABORERS' UNION**  
**DISTRICT COUNCIL OF CHICAGO AND VICINITY**  
and  
**CONSTRUCTION & GENERAL LABORERS' UNION LOCAL NO. 152 OF LAKE COUNTY, ILLINOIS**

Covering Street Paving and Grade separation work and sewers and water main extensions in all its branches.

**TERMS OF CONTRACT**

THIS AGREEMENT entered into this 1st day of June, 2017 by and between the GREAT LAKES CONSTRUCTION ASSOCIATION, represented by the MID-AMERICA REGIONAL BARGAINING ASSOCIATION, hereafter referred to as "Employer" and the CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, for and on behalf of its affiliate CONSTRUCTION AND GENERAL LABORERS' UNION LOCAL NO. 152, hereafter collectively referred to as the "Union," shall remain in full force and effect until Midnight, May 31, 2021.

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, 2021 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 the year to year thereafter. This Agreement applies to work performed within Lake County, Illinois.

**ARTICLE I**  
**ACCESS TO JOB SITES**

The duly authorized representative of the Employee, if having in his possession proper credentials, shall be permitted to visit jobs during working hours, to interview the contractors or the workmen, but he shall in no way interfere with the progress of the work.

Authorized representatives of the Union shall have access to all construction projects, provided that they first notify the Employer of their arrival, that they do not stop the progress of the project (except to the extent as may be authorized in this Agreement), and provided further that such representatives fully comply with the visitor and security rules established for the construction project by the general contractor and the owner. It shall be the duty of the Employer to provide adequate passes, as requested by the Union, provided the Employer is able to do so.

**ARTICLE II**  
**UNION SECURITY**

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 effective date of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment. Membership in good standing means the payment of initiation fees and union working and non-working dues uniformly required as a condition of acquiring or retaining membership in the union.

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement at the time it becomes effective and who are not members of the Union at that time shall be required to join the Union seven (7) days after the effective date of this Agreement and remain members of the Union in good standing as a condition of continued employment.

It is further agreed between the parties hereto that in the event the Labor-Management Relations Act of 1947 is amended at any time during the life of this Agreement to reduce the seven (7) day period of time given a new Employee to join the Union, such amendment reducing the number of days, shall automatically become a part of this Contract as though fully set forth herein.

### **ARTICLE III CHECK OFF & DUES DEDUCTIONS**

**Paragraph 1.** Employers agree to deduct from the net earnings payable to an Employee covered by this Agreement, initiation fees and quarterly non-working 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 designated by the Union for each hour worked 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. The Union shall give thirty (30) days' prior written notice to the Employer of any change in the rate of dues to be deducted and remitted.

**Paragraph 3.** The Union will submit to the Employer a written statement of respective amounts of initiation fees and Union dues due the Union. The Employer will then deduct said amount from each Employee's pay every weekly pay period until the total amount of initiation fees and dues have been deducted. The Union will determine the amount of initiation to be deducted per week until the initiation fees and dues are fully paid.

**Paragraph 4.** 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. Employers who fail to timely remit Union Dues shall be assessed an additional ten percent (10%) liquidated damages.

**Paragraph 5.** 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.

**Paragraph 6.** 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 Article and such indemnity and agreement to hold harmless shall include the payment of costs and attorney's fees on behalf of the beneficiaries of such indemnity.

### **ARTICLE IV FOREMAN**

There shall be a Laborer appointed as a Labor Foreman when five (5) or more Laborers are employed on any one job or project; there shall be a Sub-Foreman after the first ten (10) Laborers, and for each multiple of five (5) Laborers employed thereafter to properly supervise the various phases of the work. A Sub-Foreman shall receive forty-five cents (\$0.45) premium wages above the regular wages paid those Laborers under his supervision, plus established overtime rates. When a Labor Foreman is needed to supervise Laborers such Labor Foreman shall receive seventy-five cents (\$0.75) or more premium wages above top labor scale, as mutually agreed between

said Labor Foreman and his Employer.

None of the above shall be construed to restrict the Employers right to pay higher premium wages or appoint a greater percentage of Foreman and/or Sub-Foreman. He shall be selected by and be the agent of the Employer, and he shall be subject to the terms of this Agreement, and its working rules; however, if a Labor Foreman is required, the Employer shall name a member of the Union in good standing to act in that capacity.

It is understood that working Foreman shall not be deemed supervisors as defined under the terms of the Labor Management Relations Act of 1947.

## **ARTICLE V JOB STEWARD**

**Paragraph 1.** The parties agree that the following basic principles apply to the selection of a Job Steward:

- (1) The Union requires that a Steward must fully protect the interest of the Union.
- (2) The Employer requires that the Steward be a Laborer who can efficiently perform his duties as a laborer and will not disrupt the job unnecessarily in discharging his duties as a steward.
- (3) To meet the two basic principles agreed to by the parties, it is further agreed:
  - (a) The Job Steward shall be a working laborer;
  - (b) The Steward shall be selected by the Business Manager of the Union with jurisdiction over the job;
  - (c) In selecting a Steward preference shall be given to Union members presently employed in the bargaining unit of the Employer on the specific site, provided, however, that if, in the judgment of the Business Manager, no presently employed Union member is competent to act as Steward, the Steward shall be selected from outside the bargaining unit. A reason shall be given by the Business Manager why no member is competent. However, the reason shall not infringe upon the right of the Business Manager to select the Steward; and
  - (d) The Union shall have the right to replace any steward at any time.

**Paragraph 2.** So long as he is competent to perform the work to be done on the job, the Steward shall be the last Laborer employed by the Steward's Employer to be laid off, except for the Foreman.

**Paragraph 3.** The duties of the job Steward shall be to report to the Business Manager of the Union:

- (a) Violations of the Collective Bargaining Agreement.
- (b) Laborers employed seven (7) days or more, who have not become members of the Union.
- (c) Disputes and Grievances of Members.
- (d) Members delinquent in payment of dues to the Union.
- (e) The Steward will have enough time to perform his duties during working hours.
- (f) The duties of the Steward shall include the checking of terms and conditions of work and safety conditions and report safety conditions to the Business Manager.

**Paragraph 4.** Whenever, one (1) or more Laborers are required to work overtime, one of these Laborers shall be the regularly designated Steward (if competent to perform the work) or if he cannot work, he will call the Business Manager and the Business Manager will designate someone on this job to act as Steward.

## **ARTICLE VI SUBCONTRACTING**

**Paragraph 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 Paragraph 1), then the contractor shall be relieved of any liability under this Paragraph 1.

**Paragraph 2.** The Employer agrees that it will not contract or subcontract any work covered by this Agreement to be done at the site of construction, alteration, painting or repair of a building, structure or other work, except to a person, firm or corporation that is party to the applicable collective bargaining agreement with the Union.

**Paragraph 3.** If an Employer, bound to this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall maintain daily records of the subcontractor's or the subcontractor's Employees jobsite hours and be liable for payments to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund, and the Construction and General Laborers; District Council of Chicago and Vicinity Joint Apprentice and Training Trust Fund as provided in Article VIII, Paragraphs 2-3A inclusive, and Article XIII of this Agreement.

## **ARTICLE VII WORK RULES**

**Paragraph 1. Hours, Overtime & Holiday.** Eight (8) hours shall constitute a day's work to be performed between the hours of 7:00 A.M. and 3:30 P.M. The Employees shall be paid time and one-half (1-1/2) for the first four (4) hours after the regular working day and double time thereafter. On Saturdays, time and one-half will be paid for the first ten (10) hours worked and double time thereafter until 8:00 a.m. Monday, unless changed by Paragraph 4 below. During the period between April 1 and November 30, no more than once per calendar month, one designated Saturday may be used as a make-up day due to inclement weather at straight time while tending masons; provided, however, that after forty (40) hours have been worked, time and one-half will be paid. Contractors utilizing this provision shall notify the Union in writing, by no later than 4:00pm on the Friday preceding the make-up day, on a form provided by the Union, specifying the date and location of the make-up work to be performed and the employees so working. An Employer who violates this section shall pay as a penalty double time for all hours worked.

**Paragraph 2.** All work performed on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or on Mondays when such holidays are celebrated, shall be paid for at the double time rate. 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. There shall be no work performed on Labor Day, except in case of dire emergency and the written consent of the Business Manager of Local 152. Double time shall be paid for work performed between the hours of 5:30 P.M. Saturday and 7:00 A.M. Monday.

**Paragraph 3.** In weeks that have designated holidays that fall during the regular work week, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The Union and the Employees must be informed and the Union must give permission to the Employer in writing.

**Paragraph 4. Early Starting Time.** At the option of the Employer, the starting time for the day (or the first) shift can be flexible from 6:00 to 9:00 A.M. It is the Employer's responsibility to inform the Employees and obtain clearance from the Union of any change in starting time prior to quitting time the day before such change is to be effective. The first eight (8) hours' work shall be paid at straight time, the next four (4) hours at time and one-half

and double time thereafter.

**Paragraph 5. Reporting for work.** Any Laborer reporting for work upon express order or implied by the Employer or his agent and not put to work for any reason except weather conditions, fire, accident or other unavoidable cause, shall receive two (2) hours' pay for lost time. Weather conditions shall be an exception to the requirement for "show up" or reporting pay, provided that the Employer has notified the Employee, by telephone or has required, in writing, that the Employee call before he departs from home. The Employer must provide a definite and available phone number and must post this provision on each job site. When Laborers are directed to wait during inclement weather by the Employer, his superintendent or Labor Foreman, they shall be paid for such waiting time.

When placing monolithic concrete, an Employee's eating period can be adjusted, but not beyond one-half (1/2) hour before or after the regular scheduled time. Double time shall be paid if no eating period is permitted between shifts.

If any Employee of the Employer works any time in excess of four (4) hours after the starting time of any day, and he does not finish the day at work through no fault of his own, he shall receive eight (8) hours' pay.

**Paragraph 6.** The Union agrees that the Employees whom it represents will accept and demand the wages and fringe benefit payments set forth in this Agreement and the Employer agrees to pay the wages and fringe benefits herein stipulated.

**Paragraph 7.** Payment by the Employer of less than the wages herein stipulated, shall be a violation of this Agreement. Upon conclusive proof to the Joint Grievance Committee of such violation, the Employer shall immediately pay the unpaid balance due in accordance with the wages herein stipulated; and in addition thereto, shall pay as directed by the Joint Grievance Committee an amount no less than fifty percent (50%) of the amount of such pay shortage, as just and liquidated damages because of such violation. In cases where an Employee was knowingly complicit in the underpayment of wages, none of the liquidated damages assessed against the Employer shall be awarded to that Employee. When more than one (1) member of the Union is employed on the job, payment of less than the wages to each of the members of this Union, shall be considered a separate and distinct violation of this Agreement.

**Paragraph 8.** The purpose of this Agreement and its Working Rules is to assure stable and equitable conditions in the Construction Industry in this area and nothing in these Working Rules shall be construed to deprive the Union of the rights, in the interest of such stable and equitable conditions, to require strict compliance with the conditions of this Agreement and the Working Rules by all Employers or the right to assess against such Employer any penalties herein stipulated for violation of the terms of employment and conditions as set forth in this Agreement and the Working Rules.

**Paragraph 9.** Upon conclusive proof that the Employer is guilty of paying less than the wages herein stipulated, then nothing in this Agreement shall be construed to take from the Union the right to remove its members from any job and henceforth, to deny such Employer further right to the employment of its members.

**Paragraph 10.** 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.

**Paragraph 11. Shift Work.** a) When it is necessary that the Employer use more than one shift for a period of three (3) or more consecutive days, the Local Union's Business Manager shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. In cases where the multiple shift operations are to run greater than five (5) consecutive days, a pre-job conference shall take place between the Business Manager of Local 152 or his representative and the Employer before such shift work will be allowed. In the event permissible shift work does not fulfill the requirements as stated above, except for conditions beyond the Employers control, time worked will revert to premium wages for the second and third shift.

b) On Multiple shift arrangements, the work week shall start at 8:00 a.m. Monday, and continue until 7:59 a.m. Saturday. In no event shall regular working hours of different shifts overlap.

c) When three (3) eight (8) hour shifts are used, the Employees on the first shift shall receive eight (8) hours' pay for eight (8) hours worked. Employees on the second shift shall receive eight (8) hours' pay for seven and one-half (7 ½) hours worked. Employees on the third shift shall receive eight (8) hours' pay for seven (7) hours worked. On all three shifts one-half (1/2) hour shall be allowed for eating lunch. Employees on the second

shift shall receive eight (8) hours' pay under this section even if they are permitted to leave after seven and one-half (7 ½) hours and Employees on the third shift shall receive eight (8) hours', pay under this section even if they are permitted to leave after seven (7) hours, 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 a one-half (1/2) hour lunch shall receive, in addition to the eight (8) hours' pay as provided in this Section, one (1) hours' pay at the applicable premium rate. Any work done in excess of eight (8) hours on the first shift, and in excess of seven and one-half (7 1/2) hours on the second and seven (7) hours on the third shifts shall be paid wages at the applicable premium hourly rate of pay.

d) When two twelve (12) hour shifts are used, an eating period of one-half (1/2) hour shall be allowed each shift without deductions in pay and all time in excess of eight (8) hours shall be paid at the regular overtime rates, that is to say, and two and one-half (2 ½) hours immediately following the first eight (8) hours shall be paid for at the rate of time and one-half (1 ½), and double time thereafter. Employees who work one of two twelve (12) hour shifts without receiving a one-half (1/2) hour lunch shall receive, in addition to the twelve (12) hours' pay as provided in this Section, one-half hours' pay at the applicable premium rate.

e) When two eight (8) hour or two ten (10) hour shifts are used, an eating period of one-half (1/2) hour shall be allowed, but not paid for, but all time in excess of eight (8) hours worked shall be paid at the regular overtime rates, as set forth in Paragraph 4 of this Article.

f) On Saturday, other than single time shift, shift work shall start at 8:00 a.m. and the first eight (8) hours of each shift shall be paid for at the rate of time and one-half, and thereafter double time shall be paid; however, under no conditions shall more than eight (8) hours be worked at the rate of time and one-half (1-1/2) on any one shift.

## **ARTICLE VIII ECONOMIC INCREASES & WAGES**

**Paragraph 1.** The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 2017 to and including May 31, 2021, shall be as set forth below for the respective following classifications as further defined herein.

The wage rates include a total economic increase of two dollars and seventeen cents (\$2.17) per hour effective June 1, 2017 to May 31, 2018, two dollars and twenty-four cents (\$2.24) per hour total economic increase effective June 1, 2018 to May 31, 2019, two dollars and thirty-one cents (\$2.31) per hour total economic increase effective June 1, 2019 to May 31, 2020 and two dollars and thirty-nine cents (\$2.39) per hour total economic increase effective June 1, 2020 to May 31, 2021. The total economic increase shall be allocated between wages and fringe benefits and other funds by the Union in its sole discretion, except that the Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation. The foregoing allocations may include allocations to LECET and LDC/LMCC.

The Union shall allocate the total economic increase in its sole discretion, subject to the following: The Union will allocate seventy-five cents (\$.75) in the first year of this Agreement, and twenty-five cents (\$.25) in each of the second, third and fourth years of this Agreement, which will be dedicated only toward reduction in the Laborers' Pension Fund's unfunded liability and will not be used for benefit improvements. Any allocations to the Laborers' Pension Fund in any contract year in excess of the above-stated amounts shall, at the Union's option, be dedicated only toward benefit improvements, provided that the pension fund remains in green fund status as defined by the Pension Protection Act of 2006, or any successor legislation.

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 fee 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.

**Paragraph 2. Wages.**

### **PAVING, ROAD & UNDERGROUND**



<b>CLASSIFICATION</b>	<b>6/1/17</b>	<b>6/1/18</b>	<b>6/1/19</b>	<b>6/1/20</b>
General Laborer	\$41.20	\$2.24*	\$2.31*	\$2.39*

\*allocated by Union in its discretion provided sufficient funds shall be allocated to pension fund to remain in green status  
(See above paragraph)

The following classifications shall be paid the minimum hourly wage rate paid to General Laborers:

- Top Laborers
- Flagging/Traffic Control Laborer

The following classifications shall be paid the designated premium over and above the minimum hourly wage rate paid to General Laborers:

Well Point Systems Laborer	\$0.35
Jackhammer-Tamper-Vibrator Laborer	\$0.35
Bottom Laborer	\$0.35
Second Bottom Laborer	\$0.225
Pipe Layers on Drains	\$0.35
Pipe Layer Laborer	\$0.35
All Tunnel Work	\$0.35
General Foreman of Laborers	\$1.325

The following classifications shall be paid the designated minimum hourly wage rates, plus the annual increases set forth herein:

**Material Testing Laborer I**

(Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt) \$31.20

**Material Testing Laborer II**

(Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures) \$36.20

Labor Foreman Sewer shall receive \$0.75 premium wages over and above top Laborers scale under his supervision.

Sub-Foreman Sewer shall receive \$0.45 premium wages, over and above Laborers scale under his supervision.

**STREET PAVING, ROAD AND GRADE SEPARATION WORK**

<b>CLASSIFICATION</b>	<b>6/1/17</b>	<b>6/1/18</b>	<b>6/1/19</b>	<b>6/1/20</b>
General Laborers	\$41.20	\$2.24*	\$2.31*	\$2.39*

\*allocated by Union in its discretion provided sufficient funds shall be allocated to pension fund to remain in green status  
(See above paragraph)

The following classifications shall be paid the minimum hourly wage rate rate paid to General Laborers:

- Asphalt Plant Laborer
- Flagging/Traffic Control Laborer

The following classifications shall be paid the designated premium over and above the minimum hourly wage rate paid to General Laborers:

Form Setter Laborers	\$0.35
Well Point Systems Laborer	\$0.35
Jackhammer-Tamper- Vibrator Laborer	\$0.35
Bottom Laborer	\$0.35
Second Bottom Laborer	\$0.225
Pipe Layers on Drains	\$0.35
Catch Basin Diggers & Man Hole Bldg	\$0.35
Machine Screw Laborer	\$0.275
Mitre Box Spreaders	\$0.275
Power Drive Concrete Saws	\$0.35
Laborers on Apsco	\$0.275
Laborers on Birch Overman and Similar Spreader Equipment	\$0.275
Cement Gun Laborer	\$0.075
General Foreman	\$1.35
Superintendent	\$1.35

Labor Foreman shall receive \$0.75 premium wages over and above top Laborers scale under his supervision.

Sub-Foreman shall receive \$0.45 premium wages, over and above Laborers scale under his supervision.

The following classifications shall be paid the designated minimum hourly wage rates, plus the annual increases set forth herein:

**Material Testing Laborer I**

(Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt) \$31.20

**Material Testing Laborer II**

(Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures) \$36.20

Apprentices	1st 6 months	60% of base rate	(\$24.72)
Apprentices	2nd 6 months	70% of base rate	(28.84)
Apprentices	3rd 6 months	80% of base rate	(32.96)
Apprentices	4th 6 months	90% of base rate	(37.08)
Apprentices	After 24 months	100% of base rate	(41.20)

When heating for frost prevention work, including all electrical and mechanical heaters powered by LP or natural gas regardless of BTU size or the number of heaters, the Building Laborers' rates of wages shall apply for the first eight (8) hours' work regardless of starting time Monday through Friday of each week. All hours worked on Saturday, Sunday or holidays, and all hours worked after eight (8) hours per day, forty (40) hours per week, Monday through Friday, as above set forth, shall be paid for at one and one-half (1-1/2) times the Building Laborers' rate of wages.

**Dosimeter Use.** A premium of One Dollar (\$1.00) 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.

**BENEFIT FUNDS**

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' Welfare Fund, Laborers' Pension Fund, Chicagoland Laborers' Training & Apprenticeship Fund, Chicago Area Laborers-Employers Cooperation and Educational Trust (LECET), and Laborers' District Council Labor-Management Cooperation Committee (LDC/LMCC), as well as any amendments thereto.

## **WELFARE**

**Paragraph 2.** Beginning the period from June 1, 2017 to May 31, 2018, the Employer agrees to make Health and Welfare contributions of fourteen dollars and sixty-five cents (\$14.65) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages herein stipulated. This fourteen dollars and sixty-five cents (\$14.65) 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.

For the periods June 1, 2018 to May 31, 2019; June 1, 2019 to May 31, 2020 and June 1, 2020 to May 31, 2021; 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 VIII, Paragraph 1).

## **PENSION**

**Paragraph 3.** Beginning June 1, 2017, the Employer agrees to make a pension contribution of twelve dollars and thirty-two cents (\$12.32) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages and welfare payments herein stipulated. This twelve dollars and thirty-two cents (\$12.32) per hour shall be paid to the Laborers' Pension Fund or to a designated appointee at the end of each month.

For the periods June 1, 2018 to May 31, 2019; June 1, 2019 to May 31, 2020 and June 1, 2020 to May 31, 2021, 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, LECET, Training and other funds to be allocated from the economic package for that year (See Article VIII, Paragraph 1). The Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

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 (30) days 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 percent (10%) 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 percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at a 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 attorney's 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 the 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 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.

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.

Article III, Section 2 of the trust agreements of the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund shall be amended to include the following: "Association-appointed Trustees must be full-time Employees of Contributing Employers within the Association's membership. A Contributing Employer shall be defined as an Employer that has employed an average of five (5) or more Laborers performing bargaining unit work for whom contributions have been made per month in each of the previous three (3) calendar years."

The parties agree that the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund will be operated and administered by a board of trustees that is expanded to include eight (8) Employer and eight (8) Union trustees. Appointing authority for the two additional Employer trustees shall be vested with new Employer associations that currently are not party to the trust agreements and under whose labor agreements more than 20,000 hours of benefits were paid in 2005.

**Paragraph 3A. Fox Valley Funds Reciprocity.** Employers that employ Employees who participate in the Fox Valley Laborers' Health and Welfare Fund and Fox Valley and Vicinity Laborers' Pension Fund (collectively "Fox Valley Funds") may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package.

Effective June 1, 2017 to May 31, 2018, such an Employer shall contribute for each hour worked by employees who are covered under this Agreement thirteen dollars and seventy-seven cents (\$13.77) per hour to the Fox Valley Laborers' Health and Welfare Fund and thirteen dollars and twenty cents (\$13.20) per hour to the Fox Valley and Vicinity Laborers' Pension Fund (twenty-six dollars and ninety-seven cents (\$26.97) per hour in total). The Union in its sole discretion shall determine the division of additional contributions to be allocated from the economic package to the Fox Valley Funds in future years, provided that the total amount to be allocated is the same as the total amount allocated to the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers Pension Fund.

Employers contributing to the Fox Valley Funds agree to be bound by the Agreements and Declarations of Trust establishing the Fox Valley Funds, as well as any amendments thereto.

The parties agree that, whenever contributions are made on behalf of an Employee to welfare and pension funds that are not the home funds of the Employee, the funds receiving such contributions, in accordance with the funds' Reciprocity Agreement, shall transfer such contributions to the home funds and the home funds shall reallocate the contributions between such home funds in the amounts set forth herein,

**Paragraph 4. Supervisors.** To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraphs 2 and 3 of Article VIII 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 trust funds described herein.

**Paragraph 5. IRS 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 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 6. Chicagoland Laborers' Vacation Fund.** The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Vacation Fund, a jointly-trusted vacation plan established for the purpose of providing income to members during their winter layoffs. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

**Paragraph 7. Chicagoland Laborers' Annuity Fund.** The Employer agrees to be bound by the Agreements and Declarations of Trust, as well as any amendments thereto, establishing the Chicagoland Laborers' Annuity Fund, a jointly-trusted defined contribution plan providing a supplemental retirement benefit. Contributions to the Fund will be allocated in the Union's sole discretion from the total economic increase.

**Paragraph 8. Out of Town Work.** When Laborers who reside or work in the nine-county geographic area covered by this Agreement are voluntarily requested to work at locations outside these nine counties, the Employer shall continue to report and pay benefits for all hours worked outside the nine counties. If the work performed is covered under a labor agreement with the Laborers' International Union of North America or its affiliates, the Employer shall report and pay the benefit contributions to the fringe benefit fund identified, and the contribution rates specified, under that labor agreement. If the work performed is not covered under a labor agreement with the Laborers' International Union of North America or its affiliates, then the Employer shall report and pay the benefit contributions to the fringe benefit funds identified, and the contributions rates specified, under this Agreement. No Employee shall be obligated to accept out of town employment or be subject to retaliation for refusing such work.

**Paragraph 9. Special Rules for Bonding.** An Employer that is owned or managed, in whole or part, by an individual who currently has or previously had in the last ten (10) years ownership or principal managerial responsibility for another contributing Employer that currently is or ceased doing business when delinquent to the Funds shall be required to post for the benefit of the Funds an additional cash bond or obtain a surety bond from a Fund-approved insurer in an amount equal to twice the amount of the other contributing Employer's delinquency. This amount may be adjusted by the Benefit Fund Trustees for each individual Employer. This bond shall be in addition to and separate from the bond required elsewhere in this Agreement.

**Paragraph 10.** If the Employees are withdrawn from any job in order to collect contributions to the Laborers' Health and Welfare, Pension and/or Apprenticeship and Training Funds, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove Employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer has made payment on behalf of the affected Employees to another fringe benefit fund under a MARBA labor agreement or a labor agreement of a union affiliated with the Building and Construction Trades Department, AFL-CIO.

## **ARTICLE IX INDUSTRY FUND**

**Paragraph 1.** Each Employer shall pay into the MARBA 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 who are covered by this Agreement.

**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.

**Paragraph 3.** Inasmuch as the existence and utilization of this Industry Fund 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.** Effective June 1, 2017, each Employer shall contribute two cents (\$0.02) per hour for each hour worked by his Employees who are covered by this Agreement to the LCCA/LOCAL 152 Safety and Education Fund. This Fund shall be jointly administrated with Great Lakes Construction Association and Laborers' Local 152 each having one Trustee appointed by their own organizations.

### LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST

**Paragraph 5. LECET Fund and LDC/LMCC Fund.** Each Employer shall pay the amount of seven cents (\$0.07) for each hour worked by those Employees who are covered under this Agreement to the Chicago Area Laborers-Employers Cooperation and Educational Trust (LECET). Each Employer shall pay into the Laborers' District Council Labor Management Cooperation Committee ("LDC/LMCC"), the amount of seventeen cents (\$0.17) for each hour worked for the Employer by those of his Employees who are covered by this Agreement. The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the LECET and LDC/LMCC, and all amendments thereto.

### CONSTRUCTION INDUSTRY SERVICE CORPORATION

**Paragraph 6.** Each Employer shall contribute one cent (\$0.01) per hour for each hour worked by his/her Employees who are covered by this Agreement to the Construction Industry Service Corporation (CISCO), a not-for-profit corporation.

### ARTICLE X BONDING

**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, 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 be required to obtain an appropriate bond upon contract execution, which bond may also be posted in cash. The trustees of the benefit funds, based on established guidelines or a contractor's payment history, shall have the discretion to adopt a policy that increases, reduces or eliminates the bonding requirements of this Article for those contractors the trustees deem appropriate for such increase, reduction or elimination. Should the Employer fail to comply with the provisions of this Article, the Union may withdraw its Employees or strike until such compliance occurs, and the Employer shall further be liable for all costs, including attorney's fees, incurred in enforcing these provisions.

**Paragraph 3A.** If the Employees are withdrawn from any job in order to ensure compliance with the provisions of this Article, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and the Union shall not pursue collection efforts from any other entity. This lost time liability shall not apply if the Employer produces the required bond before expiration of the two (2) day notice period.

**Paragraph 4.** 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 unit.

## **ARTICLE XI PARTICULAR WORK RULES AND CLARIFICATION OF CONDITIONS**

**Paragraph 1.** The Employer shall furnish any necessary protective medication such as petroleum jelly, to prevent burns from creosote or chemicals which may prove injurious to the skin.

**Paragraph 2.** (a) No Employee shall be compelled to use a shovel larger than a No. 2 size, except when handling light materials or aggregates

(b) The Employer hereby agrees to maintain proper temporary toilet and drinking facilities accessible to all Employees on the job and Employer shall provide for suitable lighted and heated places for them to eat and change their clothes. The Employer also agrees that it will ice the water at the start of each shift.

(c) Tools, boots, hard hats and liners, rain gear, implements and safety equipment shall be furnished by the Employer and same shall remain the property of the Employer. Hard hats and safety equipment shall be maintained and worn at all times as directed by the Employer, or at any time the task at hand may be hazardous to the Employee.

**Paragraph 3.** Classifications and scale wages not mentioned in this Agreement shall be paid at the rates prevailing in the District Council Agreement.

**Paragraph 4. Jackhammermen.** The rate of Jackhammermen herein established, shall apply to any mechanically operated tool over thirty-five (35) pounds in weight, used in demolition, concrete breaking, tamping or other similar work. The regular building Laborers' rate shall apply to all lighter mechanical tools.

**Paragraph 5.** No Laborer shall be expected to work in any ditch over five feet (5') in depth unless someone, either the Foreman or a Laborer is standing on the bank to warn against cave-ins when soil conditions are considered unsafe by the Contractor or Union.

**Paragraph 6.** The Contractor shall comply with all Federal and State Laws governing the employment of Laborers and shall provide Worker's Compensation Insurance and Unemployment Compensation Insurance, covering all Employees.

**Paragraph 7.** The Foreman shall report to the Union and to the Employer any accident requiring medical attention during working hours. Injured Laborers shall be permitted to go for, or shall be taken for medical attention at once and shall be paid for time lost that day. If, by doctor's orders, the injured Laborer is permitted to continue working but must report for medical attention during working hours, such injured Laborer shall be paid for time lost, but not to exceed two (2) hours' wages for each visit to the doctor. It is understood that an injured Laborer will not be discharged while under doctor's care, except for termination of work or other unavoidable cause.

**Paragraph 8.** The Employer may utilize no more than one (1) Laborer at a job site as its key man who resides outside the geographic area covered by this Agreement. This limitation shall not apply to any Laborer who works regularly and continuously within the geographic area covered by this Agreement. This limitation shall not apply to any Laborer who works regularly and continuously within the geographic area covered by this Agreement. Exceptions can be made with the parties' mutual agreement in order to obtain reciprocal arrangements with other jurisdictions.

## ARTICLE XII PAYDAY

**Paragraph 1.** It is hereby agreed that the Employees shall be paid on the job and before quitting time on the regular payday of each weekly period. 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. When a Laborer is discharged, he shall be paid in full and also, if he is laid off and demands his pay, except when layoff is caused by bad weather or lack of material being furnished by others. Such wages due, may be paid in person or placed in the mail on the same day of discharge or layoff at the option of the Employer.

**Paragraph 2. Direct Deposit.** In lieu of paying wages by payroll check, the Employer may make payment by electronic bank draft if the Employee voluntarily accepts such alternate method of payment. The Employer shall not mandate electronic banking as a condition of employment. Electronic wage payments must be transferred to the Employee's bank account no later than the Employee's regular pay day and at no cost to the Employee. If payment is made by electronic bank draft, the Employee must also be provided a record of hours worked, rates of pay, and deductions made, at the same time and containing the same information as if wages were paid by payroll check.

If full wages are not timely transferred to the Employee's account, the Employer shall pay the Employee an additional four (4) hours pay for each day or portion thereof until full wages are received. Employers who violate the provisions of these Paragraphs shall be denied the use of electronic banking for wage payments.

**Paragraph 3.** When a Laborer quits of his own accord, he shall receive his pay at the next regular payday. Payment shall be made by check. Time checks payable at the Employer shall be considered valid, providing the Laborer be allowed two (2) hours' traveling time, such travel time shall be added to the time check by the person issuing the same. If the Laborer is obliged to remain in and wait before receiving his check, he shall be allowed regular wages for such waiting time.

**Paragraph 4.** Where the Employer orders Employees to work and said Employees are compelled to wait on the job, they shall be paid regular wages for such waiting time, provided they remain on the job. Any Employee reporting for work upon order expressed or implied by the Employer and not put to work for any reason except weather conditions, fire or accident, shall receive four (4) hours' pay. When Employer sends men from one job to another during working hours, regular wages shall be paid. The Union reserves the right to strike at any time for wages which are overdue or underpaid, as well as for any violation of this Agreement.

**Paragraph 5.** On General Election days, Laborers shall be allowed, not to exceed two (2) hours' time, without pay, for the purpose of voting.

## 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 the reference herein. The JATC shall have authority to set and enforce penalties for violations of the apprenticeship rules.

**Paragraph 2. Apprenticeship and Training Fund.** The Employer shall contribute fifty cents (\$0.50) per hour for each hour worked from June 1, 2017 to May 31, 2021 for all Employees who are covered under this Agreement to the Chicagoland and Vicinity Training & Apprenticeship 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 of the years 2018 and/or 2019 and/or 2020, 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 Chicagoland and Vicinity Apprenticeship & Training Fund.

**Paragraph 3.** The term of apprenticeship shall be 2400 hours, or two years, whichever occurs later, or such other duration as is mutually agreed by the Apprenticeship and Training Fund trustees. All Health and Welfare, Pension, Training Fund, "LECET", "LMCC", 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 4.** 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 5.** 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 specific in this provision.

**Paragraph 6.** 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 5. 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.

**Paragraph 7. Mandatory Apprenticeship.** Under the terms described below, all inexperienced Laborers employed under this Agreement shall enter the trade as apprentices. The Joint Apprenticeship Training Committee shall establish the rules and procedures to implement this mandate no later than January 1, 2019.

The mandatory apprenticeship terms shall include the following:

1. Employers shall be allowed to employ the individuals of their choice for apprenticeship, up to the maximum ratios in the Agreement, provided those individuals fulfill the conditions and requirements of the apprentice program. No Employer shall be refused sponsorship of an eligible apprenticeship applicant due to lack of openings in the apprenticeship program. There shall be no limit to the number of apprentices an employer can sponsor provided however that the employer shall not exceed the employment of apprentice ratios contained in the Agreement.
2. Other terms of employment for apprentices shall be as set forth in this Article unless otherwise agreed by the JATC.

#### **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 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's 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 in enforcing the award.

**Paragraph 6.** With regard to this Article, 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 this Article, 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. The Employer further agrees that no punitive action shall be taken against its Employees if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

**Paragraph 7. Wage Audits.** Where the grievance concerns wages that are reflected in a wage audit showing a pattern or practice of wage underpayment, the grievance must be filed within forty-five (45) days after the Union's receipt of the audit. The recovery of any wages shall be limited to the two-year period preceding the grievance filing date (or three (3) years if so determined for cause by the Joint Grievance Committee). In cases where an Employee was knowingly complicit in the underpayment of wages, that Employee shall be limited to receiving unpaid wages from the last forty-five (45) days and the additional amount assessed against the Employer shall first be paid to defray the audit costs and thereafter as directed by the Joint Grievance Committee.

## **ARTICLE XV BRANCHES OF WORK**

**Paragraph 1.** The classification of Employees covered by this Agreement doing the work falling within jurisdiction of this Union shall be used in performing all common labor at the building or site, in connection with masonry and carpentry and such other work as may be directed by the Employer, his foreman or agent.

**Paragraph 2.** The Employer shall not engage his labor on a piecework basis.

**Paragraph 3.** Employer hereby agrees to recognize the Union as the exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and also confirms the jurisdiction of this union over the branches of work covered herein, and agrees not to enter into any agreement with other labor organizations covering such branches of work.

**Paragraph 4. Tool Rooms.** On a job site requiring a tool shanty, said tool shanty shall be tended by a Laborer if Employer determines tending is required.

**Paragraph 5. Water Pumps.** Portable water pumps shall be tended by Laborers if Employer determines tending is required.

**Paragraph 6.** In any instance where a machine replaces only the work of a Laborer, said machine shall be operated by a Laborer, if so determined by the Employer.

**Paragraph 7. Branches of Work Covered Herein.**

The following is also covered by this Agreement: The building of all scaffolding, runaways and windbreaks for concrete and mason work (except as provided in the decision of the National Board of Awards rendered April 28, 1920), and handling of water pumps and covering all concrete for winter protection, rigging for caissons, concrete chutes and hoppers, digging, lagging and sheeting of foundation piers and caissons; concrete work within the walls of any building or jobs, the rubbing and grinding of concrete installations where no patching is involved; boxing for concrete footing, raising, moving, shoring of all buildings, back fillings and gradings; also all laboring work in connection with cement sidewalks, curbs or gutters, stone curb, street, alleys, driveways, viaducts, retaining walls, slats, tile and asbestos roofing; also all laboring work connected with composition floor work, rock asphalt, whether done by hand or by any other process; wrecking and stripping concrete forms and false work, tending to carpenters, tending to gas or electric heaters; removal, clearing and cleaning of all debris; signalperson handling of such materials for construction as directed by the Employers; also building in centering for fire proofing; gunite work in handling of cement gun nozzle, where gunite is applied of a thickness of one and one-half (1-1/2) inches or more, all laboring working in connection with original installation of landscaping in connection with new construction of all types, also laboring work in connection with boiler setting, including the installation of plastic or other non-solid refractory materials. And also toolroom men to be included. The coverage of the 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 which a railroad company does not have property rights; in short, all unskilled labor connected with work undertaken by Employees of the Employer and the handling of all materials or appliances in any trade where it will be more economical to have the work done by Laborers as may be decided by the Employer, subject to appeal to the decision of the Joint Grievance Committee.

(a) Laborers shall perform work involving the unloading of materials, fixtures or furnishings, whether crated or uncrated.

(b) The Laborer's branches of work shall include, but not be limited to, for Concrete Contractors or Masons, the use of bobcats, unloaders and forklifts for Brick Masons or any other machinery which replaces the wheelbarrow or buggy.

**Paragraph 8. Street and Ways.** Work in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving, ramming, curbing, flagging and surfacing of streets, stripping, streetmarkings and other pavement markings, Laborers engaged in layout work, involved in any pavement markings, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith.

**Paragraph 9. Jurisdiction Claimed.**

**Tenders:** Tending masons, plasterers, carpenters and other building and 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 mechanics, whether by silo mixer, bucket, hod, wheelbarrow, buggy, or any motorized unit used for such purpose.

Unloading, handling, and distributing of all materials, fixtures, furnishings, furniture, and appliances

whether crated or uncrated from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate when done by electrical and/or mechanical heaters powered by LP or natural gas or any other drying process.

Cleaning and clearing of all debris and recycled material, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structures and clearing of all debris in building and construction area. The general clean up, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packagings and packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Clean 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.

All fire watch, hole watch, and confined space entry watch for the above-mentioned craft. Firestopping, fireproofing beams, ceilings, walls and floors with all forms of fire prevention materials. Safety and deck monitoring.

**Scaffolds:** Erection, planking, maintenance and removal of all scaffolds and windbreaks for lathers, plasterers, bricklayers, mason and other construction trade crafts. Building planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

Laborers shall build all scaffolds including preparations of foundation or mudsill to any required height.

The operation of all forklift trucks and/or equipment regardless of height shall be operated by Laborers when working or assisting bricklayers.

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

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc., for cross-country transmission by pipelines or electric transmission or underground lines and 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, buckling, 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-way, including tying on, signaling, stacking of brush, trees or other debris, and burning where required. All soil test, operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same. All GPS equipment and lasers, and grade checking.

**Concrete, Bituminous Concrete and Aggregates:**

(a) Concrete, bituminous concrete or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, guniting and otherwise placing concrete or aggregate, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Building of centers for fire proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates, whether poured, pumped, gunited, or placed by any other process. The assembly, uncoupling of all connections and/or parts of, to equipment used in mixing or conveying concrete, aggregate, or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screening by hand or mechanical means prior to finishing. Where prestressed 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 of aggregate in any form, by hand, mechanical means, grindstones or air and 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 of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other 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 re-used 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 nozzles, hose and pots or hoppers on sand blasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

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

All work in connection with quality assurance/quality control and the collection and testing of construction materials and soil samples for the purposes of quality control/quality assurance. (Concrete and Asphalt Testing and Quality Control shall not be subject to the subcontracting restrictions in Article VI).

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

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

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

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

**Sewer, 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, backfilling, 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 drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure, except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage by pipes, 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.

**Inspection, Maintenance and Repair of Underground Utilities, and Sewers:** All underground and preparatory work, which includes televised inspections, telegrouting, root cutting, herbicide application, lining, vacuuming, vacuum excavation, and jetting, in new or existing utilities, water mains, structures, shafts, tunnels, sewers, drains, pipes and related structures of every character and description; all work performed on the ground when excavating with a vac-truck.

**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 backfilling, landscaping old and new site.

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

**Signalperson:** Signalperson on all construction work defined herein, including traffic control signalpersons at construction site.

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

**Factories:** All work in factories, mills, power stations, oil refineries, chemical plants and industrial plants performed now or as may be required hereafter, including packers, cutters, loaders, raw material unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, rest rooms and furniture.

All fire watch attendants when multi-craft personnel are used, and all general area firewatch. Attendants for all confined space entry when multi-craft personnel are used. All attendants for foreign material exclusion when single or multi-craft are used.

**General:** Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including Laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, guards, security and safety men, toolroom men, park, sports area and all recreational center Employees, utilities Employees, horticultural and agricultural workers, garbage and debris handlers and cleaners.

**Pits, Yards, Quarries, Etc.:** All drillers, blasters and/or powdermen, nippers, signalmen, Laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable Batching Plants.

**Wrecking:** The wrecking or dismantling of buildings and all structures, breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean up removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

**Railroad Track Work:** Right-of-way clearance as described above, excavation, grading, subgrading, ballasting, compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at the 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 tampering of ballast by hand or mechanical means. Construction and/or relocation of main lines, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts and connected with the same and removal and replacing of all fences.

**Studio Utility Employees:** All such work as herein described as may be pertinent to and part of the operation of Motion Picture and other related types of studios.

**Use of Tools:** Operation of all hand, pneumatic, electrical, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein. In short, all unskilled labor connected with work undertaken by Employees of the Employer, and the handling of all materials or appliances in any trade where it will be more economical to have the work performed by Laborers as may be decided by the Employer, subject to appeal to and decision of the Joint Grievance Committee.

**Miscellaneous:** All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international Unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

**Work Not Included:** The laboring work not included in this Agreement is general excavating for buildings to the bottom of floor level. If there are any sub-basements or cellars, this general excavation shall be considered to extend to the bottom of the floor of same. Excavation in basements and sub-basements other than by power equipment shall be done by Laborers at Building Laborers' rate (except where caisson rates apply).

## ARTICLE XVI

## HIRING HALL

The question of establishing an Exclusive Hiring Hall was again discussed by the negotiating committees, at the request of the Union, and no amicable agreement having been reached, it has been agreed that either party can call a future meeting on the subject of an Exclusive Hiring Hall, upon sixty (60) days' written notice to the other party during the duration of the Agreement.

## ARTICLE XVII ALCOHOL AND SUBSTANCE ABUSE

The parties incorporate the CISCO Uniform Drug/Alcohol Program, as modified, attached 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 Laborers' Union Local 152.

## ARTICLE XVIII EQUAL OPPORTUNITY

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

## ARTICLE XIX GENDER NEUTRAL TERMS

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", 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 XX PRE-JOB CONFERENCES

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, subcontractors, and working schedules.

## ARTICLE XXI APPROVALS

**Paragraph 1.** It is mutually agreed that the Construction and General Laborers' of Local No. 152, Executive Board Officers approve and guarantee the fulfillment of all the provisions of this Agreement by the Union.

**Paragraph 2. Employers' Warranty.** The Great Lakes Construction Association represent and warrant that they are the bargaining agents of all the individual Employers of the Great Lakes Construction Association who are now or hereafter become members of said Association and who assign full authority to negotiate and execute this Agreement.

**Paragraph 3.** Inasmuch as the employment of Laborers is directly affected by the hours of employment of Carpenters, Bricklayers, Plasterers, Cement Masons and Hoisting Engineers engaged in construction, it is agreed that should the trades change their workday or workweek, different than provided in this Agreement,



either party hereto shall have the right upon ten (10) days' written notice through United States Registered Mail Delivery, to amend this Agreement to meet such conditions of employment.

**Paragraph 4. Savings 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 was not a part hereof; it being intended that the other provisions of this Contract shall not be affected thereby.

**Paragraph 5. Execution.** It is expressly agreed and understood that execution of this Agreement by authorized representatives of the Great Lakes Construction 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.

Signed this 12 day of FEB, 2018

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

By:   
James P. Connolly, Business Manager

By:   
Charles LoVerde III, Secretary-Treasurer

**GREAT LAKES CONSTRUCTION ASSOCIATION  
BY THE MID-AMERICA REGIONAL BARGAINING  
ASSOCIATION**

By:   
Karen Johnson, Chairman

## 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 save 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 part 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.

WORK RULES COMMITTEE

The Union and MARBA together shall create a Work Rules Committee consisting of an equal number of members representing each party with no more than three (3) persons from each. Alternate members may be appointed. The purpose of this Committee shall be to consider, discuss, and propose, under appropriate circumstances, Work Rule changes to the Agreements.

No discussions by or meetings of the Committee shall be considered to be a reopening of the Agreements. At all times, the no-strike and no-lockout provisions of the Agreements shall remain in full force and effect.

Any Work Rule changes proposed by the Committee must be ratified by the Union and MARBA.

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

**GREAT LAKES CONSTRUCTION  
ASSOCIATION  
BY THE MID-AMERICA REGIONAL  
BARGAINING ASSOCIATION**

By:   
James P. Connolly, Business Manager

By:   
Karen Johnson, Chairman

By:   
Charles LoVerde III, Secretary-Treasurer

### **Side Letter #1**

Should the JATC fail to agree upon the mandatory apprenticeship program terms by November 1, 2018, the Union and MARBA shall submit all disputed issues to an arbitrator mutually selected through the FMCS. The parties shall submit their written final offers on each disputed issue to the arbitrator no later than March 1, 2019, or as determined by the arbitrator, who may conduct a hearing or take written argument only. The arbitrator shall select one of the final offers on each disputed issue, which ruling shall be final and binding. The arbitration proceeding shall be completed no later than April 1, 2019, and the apprenticeship program shall immediately take effect.

### **Side Letter #2**

Understanding the importance of verifying the prevailing wage under Illinois law and under the Davis-Bacon Act, the parties have agreed to meet during the contract term to develop a mutually agreeable procedure to provide information necessary to the Illinois Department of Labor to confirm the prevailing wage rate for work performed in the counties covered by their labor agreements.

### **Side Letter #3**

This serves to confirm our discussions during the 2017 labor negotiations concerning Union proposal No. 4, accepted by MARBA, which provides as follows: *"Revise language to state "each hour worked by all Employees who are covered by this Agreement.... ""*

As we discussed, the intent of the proposal is to better enable the fringe benefit funds to seek contributions from those employers who may split hours worked by employees covered by the MARBA agreements; and further, that the intent is not to change which employees are covered by the Agreement. The parties also agreed that the language is not intended to permit employers to "buy" benefits for certain workers by having employees, otherwise not covered by the labor agreements, perform Laborers' work on an insignificant basis.

To that end, the parties agreed that the Trustees of the fringe benefit funds will formulate a policy that encapsulates the aforementioned intent of the agreed upon language.