FOX VALLEY LABORERS BUILDING AGREEMENT
June 1, 2017 to May 31, 2021

TABLE OF CONTENTS

ARTICLE I	**HIRING & NOTICE**	1
ARTICLE II	**CONDITIONS OF EMPLOYMENT**	2
ARTICLE III	**HOURS OF LABOR, HOLIDAYS & OVERTIME PAY**	2
ARTICLE IV	**FOREMAN & STEWARDS**	3
ARTICLE V	**LEGALITY**	4
ARTICLE VI	**SCOPE OF WORK**	4
ARTICLE VII	**WORKING CONDITIONS**	8
ARTICLE VIII	**WELFARE, PENSION & INDUSTRY FUND CONTRIBUTIONS**	8
	Welfare	9
	Pension	10
	Westchester Funds, Reciprocity	10
	Excess Benefit Fund	10
	Chicagoland Laborers' Vacation Fund	11
	Chicagoland Laborers' Annuity Fund	11
	Special Rules for Bonding	11
	Out of Town Work	11
	Apprenticeship and Training Fund	11
	Fox Valley Construction Industry Advancement Fund	11
	Chicago Area Laborers-Employers Cooperation and Education Trust	11
	Additional Industry Funds	12
	Construction Industry Service Corporation	12
	Chicagoland Construction Safety Council	12
ARTICLE IX	**PAYMENTS, WAGES, DEDUCTIONS**	12
	Wage Payment	12
	Direct Deposit	12
	Dosimeter Use	13
	Power Pac	14
	Dues Deduction	14
	Liquidated Damages	14
	Withdrawal of Employees	14
ARTICLE X	**TRAINING AND APPRENTICE PROGRAM**	15
	Apprentice Committee	15
	Apprenticeship and Training Fund	15
	Mandatory Apprenticeship	15
ARTICLE XI	**ACCESS TO PREMISES**	16
ARTICLE XII	**WATCHMAN**	16
ARTICLE XIII	**GRIEVANCE & ARBITRATION PROCEDURE**	16

ARTICLE XIV UNION SECURITY 17

ARTICLE XV SUBCONTRACTING 17

ARTICLE XVI BONDING 18
Withdrawal of Employees 18

ARTICLE XVII SHOW-UP AND NOTIFICATION 18
Show-up Time 18

ARTICLE XVIII AGREEMENT OF PARTIES 19
Supervisors 19

ARTICLE XIX ALCOHOL & SUBSTANCE ABUSE 19

ARTICLE XX CONTRACT DURATION 20

SIGNATURE OF PARTIES 20

ADDENDUM Construction Industry Service Corporation
Uniform Drug/Alcohol Abuse Program 21
Work Rules Committee 24

BUILDING AGREEMENT

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

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

ARTICLE I
HIRING AND NOTICE

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

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

Section 3. The Employer is exclusively engaged in Building and Construction Industry, and the parties have elected to come under the provisions of Section 8(f) of the National Labor Relations Act, as amended, which permits the parties to make an agreement requiring the Employer:

(a) Notify the Union of opportunities for employment; and

(b) Give the Union an opportunity to refer qualified applicants for employment.

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

(a) The Employer shall advise the Union of all available openings and job requirements at least twenty-four (24) hours prior to the Employer's fulfilling such job requirements.

(b) Pre-Job Conference. If the Union elects, a pre-job conference prior to commencement of work shall be held or if need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the Union elects. At the pre-job conference, the Employer shall advise the Union of its requirements as to workmen required in the respective classifications, the probable starting date, duration of the job, subcontractors, and working schedules.

(c) The Union shall be given an opportunity to refer qualified applicants for employment

(d) Individuals so referred shall not be given preference or priority by the Employer over non-referred individuals and the Employer shall have sole and exclusive right of accepting or rejecting the individuals so referred.

(e) Nothing herein shall prohibit the Employer from hiring or recruiting workmen from any source he desires.

Section 5. It is the intention of the parties hereto to comply with the provisions of the National Labor Relations Act, as amended, and in the event this Article is declared to be unlawful, then it shall become inoperative and void, and the parties shall immediately meet to negotiate a legal and mutually acceptable substitute. The other legal provisions of this Agreement shall not be affected thereby.

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

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

ARTICLE II
CONDITIONS OF EMPLOYMENT

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

ARTICLE III
HOURS OF LABOR, HOLIDAYS AND OVERTIME PAY

Section 1. When one shift is used, eight (8) hours per day between 7:00 A.M. and 3:30 P.M., with one-half hour lunch period, from 12:00 to 12:30 P.M. from Monday through Friday, shall constitute the normal work day and straight time shall be paid. On Monday through Friday, 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. All hours worked before 7:00 A.M. and all hours worked after 3:30 P.M. shall be paid at time and one-half (1-1/2), and double (2) time shall be paid for all hours worked after twelve (12) hours in any one work day. When it is necessary to work during the hour from 12:00 P.M. to 1:00 P.M., time and one-half (1-1/2) shall be paid. Starting times may be adjusted by the Employer upon notice to and clearance by the Union, from 6:00 A.M. to 9:00 A.M. at straight time.

No work shall be performed on Saturday, Sunday or Holidays unless permission is granted by the Business Representative of the Locals. 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 1 above. 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 4:00 P.M. 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.

Section 2. When work to be performed in occupied buildings is of such a nature that it is not appropriate or practical during the regular work day, such as renovation, alteration and modernization, such work may be performed at an adjusted time; provided a pre-job conference takes place between the Business Manager with jurisdiction over the worksite and the Employer and permission is granted by the Union. Contractors utilizing the provision shall notify the Union by requesting the pre-job conference on the form provided by the Union. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. However, the adjusted shift shall run a minimum of three (3) consecutive days. All Employees working under this provision shall receive eight (8) hours pay for seven (7) hours worked. Laborers working through lunch on this shift shall be compensated one additional hour of pay in addition to pay for all hours worked. Any and all work in excess of seven (7) hours under this provision shall be paid at a rate of double time. An Employer who violates this section shall pay as a penalty double time for all hours worked. Where the adjusted shift runs less than three (3) consecutive days, Laborers shall be paid at time and one-half for the first eight (8) hours, and double time thereafter.

Section 3. Holidays. Double time shall be paid for work done on Sundays and the following Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. No work shall be done on Labor Day except to protect life or property. **IN WEEKS THAT HAVE DESIGNATED HOLIDAYS THAT FALL DURING THE REGULAR WORK WEEK, BUT NOT MORE THAN SIX (6) TIMES PER YEAR, THE EMPLOYER MAY SCHEDULE FOUR (4) CONSECUTIVE TEN (10) HOUR WORK DAYS AT STRAIGHT TIME. THE UNION AND THE EMPLOYEES MUST BE INFORMED AND THE UNION MUST GIVE PERMISSION TO THE EMPLOYER IN WRITING.**

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

Section 4. Shift work. When work is carried on in two shifts, work can be started earlier at the discretion of the Employer and carried on in two seven and one-half (7-1/2) hour shifts at eight (8) hours' pay, including lunch time, in order to take advantage of available daylight. Employees shall receive eight (8) hours' pay under this Section even if they are permitted to leave after seven and one-half (7-1/2) hours, and it shall be a violation of this Agreement if an Employee does not receive eight (8) hours' pay. Employees who work eight (8) hours on a shift without receiving one-half (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. No shift work will be allowed for periods of less than one week.

ARTICLE IV
FOREMAN AND STEWARDS

Section 1. Foremen. There shall be a Laborer appointed as 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. All foremen shall receive not less than seventy-five cents ($0.75) per hour over scale hereinafter specified.

Section 2. Stewards. 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 the 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.

Section 3. The authority of job stewards, so designated by the Union, shall be limited to and shall not exceed the following duties and activities:

a) The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement;
b) The transmission of such messages and information which shall originate with, and are authorized

by the Local Union, or its officers, provided such messages and information:

i) have been reduced to writing; or,

ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Employer's business;

c) Job stewards have no authority to take strike action, or any other action interrupting the Employer's business;

d) The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts by the job stewards. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement and any action taken by the Employer shall not be subject to the grievance and arbitration procedure.

If requested by the Local Union on major job sites, the Steward shall have preference for overtime, Saturday, Sunday and Holiday work and shall be the last man laid off among Laborers employed by the Steward's employer at the conclusion of the project.

ARTICLE V
LEGALITY

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

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

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

ARTICLE VI
SCOPE OF WORK

In the event of a jurisdictional dispute over any of the work covered under this Agreement that cannot be adjusted by both parties to this Agreement and the contending party, and if a binding authority recognized by the Union determines the work to be definitely the jurisdiction of some other Union, then the parties shall jointly abide by such determination; provided that in the event the decision is appealed by the Union, this provision shall not be applicable until such time as the final decision issues.

The Unions shall not concede any portion of the work, affected by this Agreement, to any organization or craft without first securing the consent of Association in writing. No Employer shall concede any portion of the work affected by this Agreement to any organization or craft without first securing the consent in writing of both the Union and the Association.

Jurisdiction of the Union: The building of all scaffolding, runways and windbreaks for concrete and mason work, rigging for caissons, concrete chutes and hoppers, digging, lagging, and sheeting of foundation piers and caissons; concrete work within the walls of any building or jobs; the rubbing and grinding of concrete installations where no patching is involved; boxing for concrete footing, raising, moving, shoring of all buildings, back fillings and gradings; also all laboring work in connection with cement sidewalks, curb or gutters, stone curb, streets, alleys, driveways,

viaducts, retaining walls, slate, tile and asbestos roofings; also all laboring work connected with composition floor work, rock asphalt, whether done by hand or by any other process, wrecking and stripping of concrete forms and false work tending to carpenters, tending to salamanders; removal, clearing and cleaning of all debris; signalmen and handling of such materials for construction as directed by the Employers; also building in centering for fire proofing; gunite work in handling of cement gun nozzle, where gunite is applied of a thickness of one and one-half (1½) inches or more, all laboring work in connection with original installation of landscaping in connection with the new construction of all types, also all laboring work in connection with boiler setting, including the installation of plastic or other non-solid refractory materials.

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

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

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

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

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

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

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, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmission Lines: Underground Duct Work: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, aqueducts, culverts, flood controls, airports, laying underground steel pipe, transite, clay, concrete, fiber, and plastic, including telephone, telegraph, television and other similar underground duct.

Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, 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 or cables.

On-site preparation and right-of-way clearance for construction of any structures or the installation of traffic

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

Concrete, Bituminous Concrete and Aggregates:

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

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

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

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

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

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

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

Blasters, shield drivers, miners, brake men, miner's helpers, lock tenders, mucking, machine operators, mortar men, gauge tenders, rod men, compressed air electricians, setting of line plate and ring sets, drill runners, powder men or blasters, air hoist operators, form men, concrete blower operators, cement (invert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skinner track layers, dump men, diamond drillers, timber men and retimber men, cherry pick men, nippers, chuck tenders and cable tenders, vibrator men, jet gunmen, gunite nozzle men, gunmen, rebound men all other work connected therewith.

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

by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

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. Clean-up and backfilling, landscaping old and new site.

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

Signal Men: Signal men on all construction work defined herein, including traffic control signalmen at construction site. The handling, moving, placing of materials, signaling, hooking on and unhooking, flagging of all power machinery used to perform the Union's jurisdiction of work, where Laborers work is involved.

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

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

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

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

Concrete and Asphalt Testing and Quality Control: 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 XV.)

Factories: All work in factories, mills, power stations, oil refineries, chemical plants and industrial plants performed now or as may be acquired 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.

ARTICLE VII
WORKING CONDITIONS

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

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

Section 3. The Employer agrees to furnish cool, fresh water on all projects, under sanitary conditions with sanitary drinking cups, during working hours. The Employer agrees that it will ice the water at the start of each shift.

Section 4. Key Man. 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. Exceptions can be made with the parties' mutual agreement in order to obtain reciprocal arrangements with other jurisdictions.

ARTICLE VIII
WELFARE, PENSION AND INDUSTRY FUND CONTRIBUTIONS

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

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

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

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

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

(f) Pursuant to said Agreements and Declarations of Trust and the consideration of these Agreements, each

Employer shall contribute for each Employee to each of the aforesaid funds in the amount set forth in this contract on wages and fringe payments. Contributions to said funds shall be payable monthly, within the time and in the manner hereinafter set forth. Such contributions shall not be considered wages.

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

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

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

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

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

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

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

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

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

(k) A properly authorized representative of said funds shall have the right to examine an Employer's payroll records for the purpose of determining if properly executed reports are being filed and correct contributions are being made to said funds. The representative authorized to make aforesaid examination of payroll records will be furnished proper credentials by the trustees of said funds.

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

Section 2. In the event the Union and/or the Trustees are required to file suit by reason of an Employer's failure to: (a) Maintain his/her monthly Welfare, Industry Advancement and pension contributions pursuant to Section 1 herein or,

(b) Meet his/her weekly payroll or,

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

Section 3. Welfare. Beginning the period from June 1, 2017 to May 31, 2018, the Employer agrees to make Health and Welfare contributions of thirteen dollars and seventy-seven cents ($13.77) per hour per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages herein stipulated. This thirteen dollars and seventy-seven cents ($13.77) per hour shall be paid to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity or a designated appointee at the end of each month.

That for the periods June 1, 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.

Section 4. Pension. Beginning June 1, 2017, the Employer agrees to make a pension contribution of thirteen dollars and twenty cents ($13.20) 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 thirteen dollars and twenty cents ($13.20) per hour shall be paid to the Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 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. 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.

Section 4A. Westchester Funds, Reciprocity. Employers that employ Employees who participate in the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund (collectively "Westchester Funds") may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package.

Effective June 1, 2017, the Employer shall contribute for each hour worked fourteen dollars and sixty-five cents ($14.65) per hour to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and twelve dollars and thirty-two cents ($12.32) per hour to the Laborers' Pension Fund, twenty-six dollars and ninety-seven cent ($26.97) in total for all hours worked by employees covered by this Agreement. The Union in its sole discretion, shall determine the division of additional contributions to be allocated from the economic package to the Westchester Funds in future years, provided that the total amount to be allocated is the same as the total amount allocated to the Fox Valley Laborers' Health and Welfare Fund and the Fox Valley and Vicinity Pension Fund.

Employers contributing to the Westchester Funds agree to be bound by the Agreements and Declarations of Trust establishing the Westchester 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 fund shall reallocate the contributions between such home funds in the amounts set forth herein.

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

Section 5. 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."

Section 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-trusteed 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.

Section 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-trusteed 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,

Section 8. The parties agree that the Westchester benefit funds 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.

Section 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.

Section 10. 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.

Section 11. Apprenticeship and Training Fund. The Employer shall pay fifty cents ($0.50) per hour June 1, 2017 through May 31, 2018 for each hour worked by all Employees who are covered under this Agreement. Effective June 1 each year the Union may allocate additional amounts toward this fund from the annual total economic increases. Contributions to the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund will be included in the Fringe Benefit Fund package payable to the Fox Valley Welfare and Pension Funds to be allocated to the Training Fund at the end of each month. The terms of the Trust Establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessments, non-payments and grace periods as set forth in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply, as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Training fund. The fund shall be administered by an equal representation of Union and management Trustees, of which one management Trustee will be appointed by the Fox Valley Associated General Contractors.

Section 12. Fox Valley Construction Industry Advancement Program. Each Employer shall pay into the MID-AMERICA REGIONAL BARGAINING ASSOCIATION 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 eight cents ($0.08) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Section 13. Chicago Area Laborers-Employers Cooperation and Education Trust. Each Employer shall pay into the CHICAGO AREA LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST ("LECET"), the amount of seven cents ($0.07) for each hour worked by the Employer by those of his Employees who are covered by this Agreement, and such additional sums as the Union may allocate in its sole discretion from

the annual economic increase. Each Employer shall also 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.

Section 14. Additional Industry Funds. For the economic increases listed above, the Union shall also have discretion to allocate to another fund(s) to be established, up to a maximum of thirty cents ($0.30) per hour over the term of the Agreement (up to twelve cents ($0.12) in the first year and up to eighteen cents ($0.18) over the remaining years). The fund(s) shall indemnify and hold harmless Employers who have assigned their bargaining rights to a MARBA-represented Association for purposes of collective bargaining with the Union, and the MARBA-represented Associations party to this Agreement, and MARBA, as regards the creation, implementation and operation of the fund(s), other than the obligation to contribute the designated amounts to the fund(s), and such indemnity and hold harmless shall include the payment of all reasonable costs and attorney's fees actually incurred on behalf of the Employer. The Employer shall give prompt notice to the fund(s) of any claims asserted or suits filed that are subject to indemnification.

Section 15. Construction Industry Service Corporation. Each Employer shall pay into the CONSTRUCTION INDUSTRY SERVICE CORPORATION ("CISCO") the amount of one cent ($0.01) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

Section 16. Chicagoland Construction Safety Council. Each Employer shall pay into the CHICAGOLAND CONSTRUCTION SAFETY COUNCIL the amount of one cent ($0.01) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

ARTICLE IX
PAYMENTS, WAGES, DEDUCTIONS

Section 1. In compliance with our Agreement negotiated between Mid-America Regional Bargaining Association for and on behalf of the Fox Valley Associated General Contractors and the Laborers' International Union of North America Locals 582 and 1035, this Agreement provides an 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 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.

Subject to the foregoing, 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.

Section 2. Wage Payment. Wages must be paid by payroll check. The Employer shall list on each Employee's check stub the number of straight time hours and the number of overtime hours, as well as all deductions from the check (including working dues). The Employer shall pay the Laborers on a designated day each week, and the men shall be paid on or before the regular quitting time. Employers will not hold back more than three (3) days to make up payrolls.

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 payday 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.

Section 3. When the services of an Employee are no longer required and he is discharged or laid off, he shall be paid before his quitting time or by mail **postmarked** within 24 hours after his quitting time and, if not paid within said 24 hours, the Employer shall pay a penalty of four hours of pay at the straight time rate for each succeeding 24 hours of delay. It is understood that said 24 hour periods shall not include Sundays or holidays.

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

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

CLASSIFICATION	**6/1/17**	**6/1/18**	**6/1/19**	**6/1/20**
Common Laborer	$41.20	$2.24*	$2.31*	$2.39*
Jackhammer & Air Spade	$41.45			
Torch Men (Demolition)	$41.35	* allocated by Union in its discretion provided		
Chain Saw Men	$41.45	sufficient funds shall be allocated to		
Power Vibrator	$41.30	pension fund to remain in green status		
Power Tampers	$41.20	(See above paragraph)		
Swing Stage & Boatswain	$41.45			
Cement Gun Nozzle Men	$41.45			
Tile Layer & Bottom Men	$41.55			
Hod Carrier & Plasterer Tender	$41.55			
Mortar Men	$41.35			
Tunnel Men	$41.45			
Caisson Laborers	$41.70			
Dynamiters	$41.70			
Tree Surgeon-Toppers	$41.45			
Night Watchmen	$41.80			
Dosimeter Use	$42.20			
Asbestos Laborer	$41.20			
Toxic & Hazardous Material Remover	$42.20			
Bobcat	$41.20			
Forklift	$41.20			
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, façade, 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

Sub-Foremen shall receive $0.45 premium wages over and above top Laborers' Scale under his supervision.

Building Labor Foremen, General Foremen and Superintendents shall receive $0.75 premium wages over and above top Laborers' Scale under his supervision.

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

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

Section 6. Dues Deduction. All Employers covered by this Agreement shall deduct from the wages of Employees covered by said contract, working dues in the amount designated by the Union, and shall remit monthly to the Welfare office the sums so deducted together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 15^{h} day of the month, following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages. 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.

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

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

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

Section 7. In case of a reasonable doubt concerning the accuracy of an Employee or Employee's hours worked and hourly wage rate paid, the Laborers' Business Manager or Representative shall have the opportunity to examine the payroll records on all Employees. The trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through authorized representatives, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under this Article.

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

Section 9. Liquidated Damages. Payment by the Employer and acceptance by the Employee of less than the wage herein stipulated shall be a violation of this Agreement upon the part of each. Upon conclusive proof to the Joint Grievance Committee of such violation, the Employer shall immediately pay the unpaid balance due in accordance with the wage 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.

Section 10. Withdrawal of Employees. 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 X
TRAINING AND APPRENTICE PROGRAM

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

Section 2. 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, 2018 for all Employees who are covered under this Agreement to the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund payable to the Training Fund or a designated appointee at the end of each month and such additional sums as the Union may designate in its sole discretion from its total economic package on June 1, 2018 ,June 1, 2019 and June 1, 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 Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund.

Section 3. The term of apprenticeship shall be 2,400 hours, or two years, whichever occurs later or such other duration as is mutually agreed by the Training and Apprenticeship Fund trustees. All Health and Welfare, Pension, Training Fund, Industry Advancement and other contributions required under this Agreement will commence immediately upon employment of an apprentice. Union affiliation will be required after seven (7) days of employment.

Section 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

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

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

required to undergo testing by the JATC for the presence of illegal substances at the time they enter the apprentice program.

Section 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 XI
ACCESS TO PREMISES

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 XII
WATCHMAN

The day or night watchman on the construction site shall be paid no less than the watchman rate listed in this Agreement. If the watchman is doing any work that comes under any other classifications in this Agreement, he shall be governed by the working rules and rates that the work comes under. Watchman shall be furnished transportation on jobs where travel is necessary or satisfactory arrangements made. The Employer shall be allowed to work his watchman in shifts of eight (8) hours or less if the Employer so chooses. Time and one-half shall be paid for all Holiday work.

ARTICLE XIII
GRIEVANCE AND ARBITRATION PROCEDURE

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

Section 2. In the event that the matter is not settled, the Union may file a written grievance, which shall be submitted to a Joint Grievance Committee (hereinafter the "JGC") comprised of three (3) Employer representatives selected by MARBA and three (3) Union representatives selected by the CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, which shall convene monthly. The JGC shall adopt its own rules of procedure. The Union must file the grievance within forty-five (45) days of the date of the

occurrence giving rise to the grievance or when the affected Employee knew or reasonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure. The determination of the JGC shall be governed by majority vote, provided that the Employer representatives and Union representatives shall have equal voting power. If decided by majority vote, the grievance determination and any relief determined to be appropriate shall be final and binding upon all parties. Laborers who prevail in their grievances shall be compensated for two (2) hours lost time to attend the JGC Grievance hearing. Grievances shall be dismissed if the grievant fails to appear at the scheduled hearing and no continuance is granted by the JGC.

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

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

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

Section 6. With regard to 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.

Section 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 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 days and the additional amounts assessed against the Employer shall first be paid to defray the audit costs and thereafter as directed by the Joint Grievance Committee.

ARTICLE XIV
UNION SECURITY

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

ARTICLE XV
SUBCONTRACTING

Section 1. On work covered by this Agreement, the contractor or subcontractor agrees to see that all subcontractors on work within the Union's jurisdiction on this job site adhere to the wages and fringes contained in this Agreement when the subcontract is let by the contractor or subcontractor. If, upon the Union's request, the

subcontractor chooses to sign a current labor agreement with the Union (although such signing might not be required under Section 1), then the contractor shall be relieved of any liability under this Section 1.

Section 2. 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.

Section 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 require such subcontractor to be bound by all the provisions of this Agreement, or 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, Sections 3-4a inclusive, and Article X of this Agreement.

ARTICLE XVI
BONDING

Section 1. All Employers shall procure, carry and maintain a surety bond in form and amount satisfactory to the Union, but not less than in the principal sum of $5,000, to guarantee payment of wages, Pension and Welfare Trust contributions, during the term of this Agreement.

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

Section 3. Contractors shall be required to obtain an appropriate bond upon execution of this Agreement, which bond may also be posted in cash. 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.

Section 4. Withdrawal of Employees. 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.

ARTICLE XVII
SHOW-UP AND NOTIFICATIONS

Section 1. Show-Up Time. Any Employee who shall report for work because of the failure of the Employer to have notified him on the preceding day that there would be no work shall be allowed two (2) hours show-up time. The Employer shall not be required to pay show-up time in such cases where the failure to put the workman to work is due to bad weather provided that the Employer has notified the Employee by telephone or has required in writing that the Employee call before he departs from home. **The Employer must provide a definite and available phone number and must post this provision on each job site.**

Section 2. Except in instances where prior notice is impossible because of causes beyond his control, a member

of Local Unions shall, on the day preceding when he cannot report for work, notify the Employer of the fact or forfeit two (2) hours' pay.

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

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

Section 5. 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.

ARTICLE XVIII
AGREEMENT OF PARTIES

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

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

ARTICLE XIX
ALCOHOL AND SUBSTANCE ABUSE

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

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

ARTICLE XX
CONTRACT DURATION

Section 1. This Agreement shall remain in full force and effect until May 31, 2021. After May 31, 2021, this Agreement will automatically renew itself from year to year unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date. The parties agree to meet with each other five (5) days after giving or receiving such notice with the end in view of either modifying this Agreement or negotiating a new one. This Agreement shall continue in effect from year to year thereafter and specifically adopt any Agreement entered into between the Union and the Fox Valley Associated General Contractors subsequent to the expiration date of the Agreement herein adopted unless notice of termination or amendment is given in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized agents and representatives on or as of June 1, 2017. Should any part of this Agreement conflict with the Federal or State Laws, that part shall be declared null and void.

CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

By: _____
James P. Connolly, Business Manager

By: _____
Charles LoVerde III, Secretary-Treasurer

FOX VALLLEY ASSOCIATED GENERAL CONTRACTORS 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 safe and efficient manner. Employees shall not:

    a. Use, possess, dispense or receive prohibited substances on or at the job site; or

    b. report to work with any measurable amount of prohibited substances in their systems.

2. **Discipline** - When the company has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reasons of safety, the Employee may be suspended until test results are available. If no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay. If the test results prove negative, the Employee shall be reinstated with back pay. In all other cases:

    a. Applicants testing positive for drug use will not be hired.

    b. Employees who have not voluntarily come forward, and who test positive for drug use, will be terminated.

    c. Employees who refuse to cooperate with testing procedures will be terminated.

    d. Employees found in possession of drugs or drug paraphernalia will be terminated.

    e. Employees found selling or distributing drugs will be terminated.

    f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. **Prescription Drugs** - Employees using prescription medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all Employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making any appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by a prescribed physician.

4. **Grievance** - All aspects of this policy and program shall be subject to the grievance procedure contained in the applicable collective bargaining agreement.

V. Drug/Alcohol Testing

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

a. A pre-employment drug and alcohol test may be administered to all applicants for employment. Employees recalled to work by an Employer, and Employees referred to an Employer by the Union who are requested to be tested, shall be compensated at their regular hourly rate of pay for the time required in such testing;

b. A test may be administered in the event a supervisor has a reasonable cause to believe that the

Employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the Employee has the right to request his on- site representative to be present;

c. Testing may be required if an Employee is involved in a workplace accident/incident or if there is a workplace injury;

d Testing may be required as 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

By: _____
James P. Connolly, Business Manager

By: _____
Charles LoVerde III, Secretary-Treasurer

FOX VALLLEY ASSOCIATED GENERAL CONTRACTORS BY THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION

By: _____
Karen Johnson, Chairman

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 <u>who are</u> 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.