

**STATE OF ILLINOIS – DEPARTMENT OF LABOR
HEARINGS DIVISION
160 NORTH LASALLE STREET – SUITE C-1300
CHICAGO, ILLINOIS 60601**

In the Matter of:)
)
Stanley Simrayh, as Member of the Int’l Union)
Operating Engineers, Local 150, AFL-CIO and)
the Int’l Union of Operating Engineers, Local)
150 AFL-CIO)
)
and)
)
Associated General Contractors of Illinois, et al.)
)
 Petitioner(s),)
)
 v.)
)
Jane R. Flanagan, Acting Director of the)
Illinois Department of Labor, and the)
Illinois Department of Labor.)
)
 Respondent(s).)
)
and)
)
Martin Flanagan, as a Member of the Laborers)
Int’l Union of North America, et al.)
)
and)
)
Brian Dunn, as a Member of the Technical)
Engineering Division, Local 130 U.S.A.)
)
 Intervenors.)

State File No.: 2015-H-JN07-0853

ORDER

This matter coming on April 15, 2024 for the Parties’ Agreed Motion to Amend Order and Consent Decree,

IT IS HEREBY ORDERED:

1. Motion is granted as follows:

- a. An Amended Order shall be issued correcting the date in Paragraph 2 to reflect that the Order and Consent Decree were filed and entered on April 2, 2024.
- b. An Amended Consent Decree shall be issued with Exhibits A-G attached.

Date: April 15, 2024

/s/ Moshe M. Liberman
CHIEF ADMINISTRATIVE LAW JUDGE

**STATE OF ILLINOIS – DEPARTMENT OF LABOR
HEARINGS DIVISION
160 NORTH LASALLE STREET – SUITE C-1300
CHICAGO, ILLINOIS 60601**

In the Matter of:)
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Stanley Simrayh, as Member of the Int’l Union)
Operating Engineers, Local 150, AFL-CIO and)
the Int’l Union of Operating Engineers, Local)
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Associated General Contractors of Illinois, et al.)
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 Petitioner(s),)
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Illinois Department of Labor, and the)
Illinois Department of Labor.)
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Martin Flanagan, as a Member of the Laborers)
Int’l Union of North America, et al.)
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and)
)
Brian Dunn, as a Member of the Technical)
Engineering Division, Local 130 U.S.A.)
)
 Intervenors.)

State File No.: 2015-H-JN07-0853

AMENDED FINAL ORDER

This matter coming on March 29, 2024 for final status and upon entry of the Consent Decree,

IT IS HEREBY ORDERED:

1. The following parties are hereby dismissed without prejudice:

- a. Underground Contractors Association of Illinois
- b. Advanced Asphalt Company
- c. Alfred Benesch & Company
- d. Ament, Inc.
- e. Andrews Engineering, Inc.
- f. ARC Design Resources, Inc.
- g. Bowman, Barrett & Associates, Inc.
- h. Chastain & Associates, L.L.C.
- i. Clark Dietz, Inc.
- j. Coombe-Bloxdorf, P.C.
- k. Crawford, Murphy & Tilly, Inc.
- l. Diamond Construction Company
- m. E.T. Simonds
- n. Farnsworth Group, Inc.
- o. Hartke Engineering and Surveying, Inc.
- p. Hermann & Associates, L.L.C.
- q. Kaskaskia Engineering Group, L.L.C.
- r. Klinger & Associates, P.C.
- s. Maurer-Stutz, Inc.
- t. McDonough-Whitlow, P.C.
- u. Oates Associates, Inc.
- v. Pi Surveying Group, P.C.
- w. Poepping, Stone, Bach & Associates, Inc.

STATE OF ILLINOIS – DEPARTMENT OF LABOR
CONCILIATION/MEDIATION DIVISION
160 N. LASALLE ST. STE. C-1300
CHICAGO, IL 60601

IN THE MATTER OF:)	
)	
STANLEY SIMRAYH, as a Member of the)	
INTERNATIONAL UNION OF OPERATING)	
ENGINEERS LOCAL 150, AFL-CIO and the)	
INTERNATIONAL UNION OF OPERATING)	
ENGINEERS, LOCAL 150, AFL-CIO)	
)	
and	)	State File No. 2015-H-JN07-0853
)	
ASSOCIATED GENERAL CONTRACTORS	)	Administrative Law Judge
OF ILLINOIS, et al.	)	Moshe M. Liberman
Petitioners,)	
)	
v.)	
)	
JANE R. FLANAGAN, as ACTING DIRECTOR)	
OF LABOR and the ILLINOIS DEPARTMENT)	
OF LABOR,)	
)	
Respondent(s))	
)	
MARTIN FLANAGAN, as a member of)	
THE LABORERS INTERNATIONAL)	
UNION OF NORTH AMERICA, et al.)	
)	
and)	
)	
BRIAN DUNN, as a MEMBER OF THE)	
TECHNICAL ENGINEERING DIVISION,)	
LOCAL 130 U.A.,)	
)	
Intervenors.)	

Amended Consent Decree

Respondents, Jane R. Flanagan, Director of Labor (“Director”) and the Illinois Department of Labor (“Department”), Petitioners, Stanley Simrayh, as a Member of the International Union of Operating Engineers, Local 150, AFL-CIO, and the International Union of Operating Engineers Local 150, AFL-CIO (collectively, the “Operators”); Petitioners Objectors, the Associated General

Contractors of Illinois, American Council of Engineering Companies of Illinois, Illinois Society of Professional Engineers, Southern Illinois Builders Association, Illinois Professional Land Surveyors Association, and Illinois Road & Transportation Builders Association (“Coalition”); and the Intervenor Martin Flanagan as a member of the Laborers’ International Union of North America, Construction & General Laborers’ District Council of Chicago & Vicinity, and the Laborers’ District Council Labor Management Cooperation Committee (“Chicago Laborers” or “LDC”); and Brian Dunn, as a member of the Technical Engineering Division Local 130, U.A. (“Tech Engineers”), resolve the above-captioned matter pursuant to 56 Ill. Admin. Code 120.540 as follows:

1. This matter arises under the Illinois Prevailing Wage Act (“PWA”), as amended, 820 ILCS 130/0.01 *et seq.*
2. Pursuant to Sections 4 and 9 of the PWA, on or about July 31, 2014, Stanley Simrayh and Local 150 timely filed objections and a request for a hearing pertaining to the July 2014 prevailing wage schedule published by the Department which struck through the Survey Worker and Survey Foreman classification, and stated “not in effect,” in all counties in Illinois (“2014 request”).
3. On or about August 14, 2014, the LDC, filed a Petition to Intervene in the Operator’s 2014 request.
4. On August 20, 2014, the Coalition filed an Objection to prevailing wage determinations for the classification of survey worker and survey foreman in all counties of Illinois and a Petition to Intervene in the 2014 request.
5. On August 21, 2014, Joseph Costigan, former Director of the Department of Labor, issued an Order directing that the Coalition’s Objection be heard along with Petitioners’ Objection in this consolidated case.
6. On or about August 28, 2014, Brian Dunn, as a Member of the Technical Engineering Division Local Union 130, U.A (“Tech Engineers”) filed a Petition to Intervene.
7. On or about August 28, 2014, the Laborers’ International Union of North American Great Plains Laborers’ District Council, et al. and Midwest Region Laborers and Employers Cooperation and Education Trust (“Laborers Midwest Region”) filed a Petition to Intervene.
8. In Orders entered September 9 and September 26, 2014, Administrative Law Judge Michael Haggerty (“ALJ Haggerty”) granted all petitions to intervene and bifurcated the issues of “classification” and “rate,” with the issue of “classification” to be heard first.

Hearing on Classification

9. On October 14, 15, 16, 17, 23, and 24, 2014, all parties convened a formal hearing before ALJ Haggerty.

10. On December 12, 2014, ALJ Haggerty issued an order finding the classification of “survey worker” and “survey foreman” proper under the PWA. Pursuant to 56 Ill. Adm. Code 120.640, the Coalition and Laborers filed exceptions to the ALJ’s order, and the Coalition, Laborers, and Operators each filed responses to the exceptions. The Department also filed a Response to Exceptions Filed, arguing that the exceptions be stricken because there was no final administrative decision and order from the ALJ.
11. On January 9, 2015, the ALJ issued an Order finding the Exceptions were “not yet ripe for purposes of 56 Ill. Admin. Code 120.640,” and that the hearing would proceed on the issue of “rates” in all 102 counties of the State.
12. On or about January 28, 2015, Director Hugo Chaviano succeeded Joseph Costigan as Director of Labor.
13. On March 6, 2015, the Coalition, Operators, Laborers, and Tech Engineers filed a joint motion requesting that the ALJ issue a final Decision and Order on the issue of classification only.
14. On May 8, 2015, with no objection from the Illinois Department of Labor, ALJ Haggerty granted the joint motion.
15. On June 12, 2015, ALJ Haggerty issued a Decision and Order in accordance with 56 Ill. Admin. Code 120.640. (Exhibit A hereto).
16. The Decision and Order set forth the parties’ stipulation that “the position commonly referred to as ‘rod man’ is not in issue in these proceedings and will be treated in a manner consistent with its treatment prior to the [September] 2013 Consent Decrees.” The parties’ *Stipulation*, dated October 14, 2014, was entered as Exhibit 1 during the Hearing and further stated “The Department of Labor’s enforcement position is that ‘rodmen’ are inclusive within the Laborer’s classification.” (Exhibit B hereto).
17. The Decision and Order established a new classification of work under the PWA for “survey worker” and “survey foreman” with respect to both horizontal (“Highway”) and vertical (“Building”) construction as follows:
 - a. “Survey Worker”: operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.
 - b. “Survey Foreman”: operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; coordinates work of survey crews.
18. The Decision and Order transferred the matter to the Director of Labor, for purposes of 56 Ill. Admin. Code 120.640. The Coalition and Operators filed exceptions to the ALJ’s order, and the Coalition, Operators, Laborers, and Tech Engineers each filed responses to the exceptions.

19. On October 16, 2015, Hugo Chaviano former Director of the Illinois Department of Labor issued a letter declaring the Decision and Order of ALJ Michael Haggerty as null and void. The letter further requested the parties submit information in accordance with Section 4(e) of the PWA to the Manager of the Conciliatory Mediation Division in order to conduct an investigatory hearing.
20. On November 9, 2015, the Operators filed a Complaint for a Temporary Restraining Order and injunctive relief to enjoin the Director from initiating a new hearing, in the Circuit Court of Cook County (*Simrayh v. Chaviano*, 15 CH 16443). The Operators filed an Amended Complaint for Injunctive Relief, Prohibition, Administrative Review, and Mandamus on November 19, 2015.
21. On November 13, 2015, the Laborers Midwest Region filed a Complaint for Declaratory and Injunctive Relief in the Circuit Court of St. Clair County (*Todd v. Chaviano*, 15 MR 414).
22. On August 18, 2016, the Cook County Court issued an order to stay the matter until final judgement in the *Todd v. Chaviano* case.
23. The St. Clair County Court granted summary judgement in favor of the Midwest Region Laborers on January 20, 2017. The Director/Department appealed. In an order published January 18, 2019, the Fifth District Court of Appeals reversed the Circuit Court's order and remanded the matter with directions to dismiss the Midwest Region's Complaint for lack of subject matter jurisdiction. *Todd v. Chaviano*, 2019 IL App (5th) 170081 (No. 15-17-0081, Jan. 18, 2019).
24. On June 14, 2019, the Operators filed a Second Amended Complaint for Administrative Review and Mandamus in the Circuit Court of Cook County.
25. In a September 14, 2020 Order, the Cook County Circuit Court found that Director Chaviano's October 16, 2015 Decision and Order was clearly erroneous, reversed the Director's decision, and remanded the matter to the Department of Labor to review ALJ Haggerty's June 15, 2015 Decision and Order in accordance with 56 Ill. Adm. Code 120.660. (*Simrayh v. Chaviano*, 15 CH 16443).
26. Subsequently, the Department issued the *Director's Final Decision and Order* dated July 28, 2021, ordering that a hearing take place to establish rates statewide for the classifications of "Survey Worker" and "Survey Foreman" as defined in ALJ Haggerty's June 12, 2015 decision with a clarification that the classifications do not cover survey work during the predesign, design, and land acquisition phases.
27. In a joint motion filed August 25, 2021, the Operators, Coalition, Tech Engineers and Laborers, requested the Director to clarify that the July 28, 2021 order was interlocutory and not subject to appeal until a hearing on rates was held and final administrative decision issued. The motion also requested the Department issue an "Interim Decision and Order."

28. Also on August 25, 2021, the Coalition filed a Complaint for Declaratory Judgement or, alternatively, Illinois Administrative Review in Cook County Circuit Court (21 CH 04248).
29. On September 30, 2022, the Court granted the Department's Motion to Dismiss the Coalition's complaint without prejudice.
30. On or about October 13, 2022, the Department issued an Order granting the *Joint Motion to Clarify the Director's Final Decision and Order to reflect that it is Interlocutory Pending the Determination of Rates*. (Exhibit C hereto).
31. The Department also issued the *Director's Interim Decision and Order*, dated October 12, 2022, which affirmed establishment of a new classification for "Survey Worker" and "Survey Foreman." It also ordered that a hearing take place to establish rates statewide for the classifications of "Survey Worker" and "Survey Foreman" as defined in ALJ Haggerty's June 12, 2015 decision with a clarification that the classifications do not cover survey work during the predesign, design, and land acquisition phases. (Exhibit D hereto).

Hearing to Establish Rate

32. In an Order dated November 4, 2022, this matter was reassigned to Administrative Law Judge Moshe Liberman to hear the case on the issue of rate.
33. In an Order dated March 8, 2023, ALJ Liberman granted the Laborers' Midwest Region Motion to Withdraw Without Prejudice.
34. Following the withdrawal of the Midwest Region Laborers from this matter, the remaining counties at issue in the rate hearing are the following: Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone.

Publication of Prevailing Wage Rates and Enforcement

35. It is determined that in the counties of Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone, the prevailing wage classification and rate determinations published (posted) by the Department shall include a new classification for "Survey Worker" and "Survey Worker Foreman."
36. The Department shall also publish the following description for the new classification:
 - a. "Survey Worker": operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.
 - b. "Survey Foreman": operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

37. The classifications defined in paragraph 36 do not cover survey work during the predesign, design and land acquisition phases. Only such survey workers as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction shall be covered.
38. No provision of this Consent Decree is intended to conflict with any provision of the PWA.
39. For purposes of enforcement, the position commonly referred to as “rod man” is consistent with work covered under the existing classification of Laborer.
40. The prevailing wage and fringe benefit rates applicable to the Survey Worker and Survey Worker Foreman classifications for Building construction in the counties of Cook, Lake, Will, and DuPage shall be those rates as set forth in the area-wide collective bargaining agreement known as the Technical Engineers Agreement between the Mid-America Regional Bargaining Association and the Technical Engineering Division Local Union 130, UA and June 1, 2023 Wage and Benefits Sheet (collectively, “Technical Engineers Agreement”, attached hereto as Exhibit E).
41. The Department shall publish rates for the Survey Worker/Survey Worker Foreman classifications for Building construction in accordance with the rates established pursuant to the Technical Engineers Agreement. The following rates are effective June 1, 2023 for the counties of Cook, Lake, Will, and DuPage:

		Base	Fore-man	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pen	Vac	Trng	Ot her Ins
Survey Worker	BLD	55.00	56.00	82.50	82.50	110.00	110.00	17.00	13.35	0.00	1.49	

The total rates in this paragraph 41 will increase by \$3.05 and will be allocated to wages and benefits covered by the PWA on or before June 1, 2024. Future increases to be negotiated.

42. The prevailing wage and fringe benefit rates applicable to the Survey Worker and Survey Worker Foreman classifications for Highway construction in the counties of Cook, Lake, Will, and DuPage shall be those rates as set forth in the Technical Engineers Agreement.
43. The Department shall publish rates for the Survey Worker/Survey Worker Foreman classifications for Highway construction in accordance with the rates established pursuant to the Technical Engineers Agreement. The following rates are effective June 1, 2023 for the counties of Cook, Lake, Will, and DuPage:

		Base	Fore-man	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pen	Vac	Trng	Ot her Ins
Survey Worker	HW Y	55.00	56.00	82.50	82.50	110.00	110.00	17.00	13.35	0.00	1.49	

The total rates in this paragraph 43 will increase by \$3.05 and will be allocated to wages and benefits covered by the PWA on or before June 1, 2024. Future increases to be negotiated.

44. The prevailing wage and fringe benefit rates applicable to the Survey Worker and Survey Worker Foreman classifications for Building construction in the counties of Grundy, Kendall, Kane, McHenry and Boone shall be those rates as set forth in the area-wide collective bargaining agreement known as the Building Agreement between the Chicagoland Associated General Contractors, represented by the Mid-America Regional Bargaining Association, and the Construction and General Laborers’ District Council of Chicago and Vicinity and June 1, 2023 Wage Card (collectively, “Building Agreement” attached hereto as Exhibit F).
45. The Department shall publish rates for the Survey Worker/Survey Worker Foreman classifications for Building construction in accordance with the rates established pursuant to the Building Agreement. The following rates are effective June 1, 2023 for the counties of Kendall, Kane, McHenry and Boone:

		Base	Fore-man	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pen	Vac	Trng	Other Ins
Survey Worker	BLD	48.90	49.65	73.35	73.35	97.80	97.80	15.28	18.00	0.00	.91	0.00

The total rates in this paragraph 45 will increase by \$2.60 and will be allocated to wages and benefits covered by the PWA on or before June 1, 2024, and will increase by an additional \$2.65 that will be allocated to wages and benefits covered by the PWA on or before June 1, 2025. Future increases to be negotiated.

46. The Department shall publish rates for the Survey Worker/Survey Worker Foreman classifications for Building construction in accordance with the rates established pursuant to the Building Agreement. The following rates are effective June 1, 2023 for the county of Grundy:

		Base	Fore-man	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pen	Vac	Trng	Other Ins
Survey Worker	BLD	48.90	49.65	73.35	73.35	97.80	97.80	17.37	15.91	0.00	.91	0.00

The total rates in this paragraph 46 will increase by \$2.60 and will be allocated to wages and benefits covered by the PWA on or before June 1, 2024, and will increase by an additional \$2.65 that will be allocated to wages and benefits covered by the PWA on or before June 1, 2025. Future increases to be negotiated.

47. The prevailing wage and fringe benefit rates applicable to the Survey Worker and Survey Worker Foreman classifications for Highway construction in the counties of Grundy, Kendall, Kane, McHenry and Boone shall be those rates as set forth in the area-wide collective bargaining agreement known as the Road Building Agreement between the Illinois Road and Transportation Builders Association, represented by the Mid-America Regional Bargaining Association, and the Construction and General Laborers’ District Council of Chicago and

Vicinity and June 1, 2023 Wage Card (collectively, “Road Building Agreement” attached hereto as Exhibit G).

48. The Department shall publish rates for the Survey Worker/Survey Worker Foreman classifications for Highway construction in accordance with the rates established pursuant to the Road Building Agreement. The following rates are effective June 1, 2023 for the counties of Kendall, Kane, McHenry and Boone:

		Base	Fore-man	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pen	Vac	Trn g	Other Ins
Survey Worker	HWY	48.90	49.65	73.35	73.35	97.80	97.80	15.28	18.00	0.00	.91	0.00

49. The Department shall publish rates for the Survey Worker/Survey Worker Foreman classifications for Highway construction in accordance with the rates established pursuant to the Road Building Agreement. The following rates are effective June 1, 2023 for the county of Grundy:

		Base	Fore-man	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pen	Vac	Trng	Other Ins
Survey Worker	HWY	48.90	49.65	73.35	73.35	97.80	97.80	17.37	15.91	0.00	.91	0.00

50. The rate determination shall prospectively apply effective upon publication by the Department, no later than April 15, 2024.
51. Survey workers participating in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor Office of Apprenticeship shall be paid a progression of wages in accordance with the applicable collective bargaining agreement.
52. The Coalition, Operators, LDC, and Tech Engineers each agree that for three (3) years from the date on which the above rates are published by the Department none of them will:
- a. Initiate any IDOL proceeding to expand or limit the survey worker or survey foreman classification descriptions;
 - b. Seek publication of the survey worker or survey foreman classifications in any county beyond Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone; and
 - c. File any objections to, or actions to challenge, the rates or any increase in the rates set forth in Paragraphs 40 – 49 of this Consent Decree.
53. If an objection or request for hearing is filed pursuant to Sections 4 or 9 of the PWA by an individual or entity other than Coalition, Operators, LDC, and Tech Engineers related to the classification of Survey Worker, each of the Parties hereto retains the right to participate fully and raise any argument or defense in any hearing or other proceeding related to such objection. Absent such a proceeding, the Department of Labor will not publish the survey worker or

survey foreman classifications in any county other than Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone.

54. During the three (3) year period set forth in paragraph 52 and under the provision set forth in paragraph 53, upon submission of rates effective under the applicable CBA(s), the Department shall publish updated rates submitted through the Prevailing Wage Portal for the counties Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone.

55. The Decision and Order disposing of this proceeding shall have the same force and effect as an Order made after a full hearing.

56. The Parties waive:

- a. Further procedural steps before the Administrative Law Judge; and
- b. Any right to challenge or contest the validity of this Consent Decree or the Decision and Order entered in accordance herewith.

Dated this 2nd day of April, 2024.

Nicholas Bedenk
Illinois Department of Labor

Marc R. Poulos
Melissa L. Binetti
Kara M. Principe
Attorney for Petitioners
Stanley Simrayh and the International Union of Operating Engineers, Local 150, AFL-CIO

Andrew J. Martone
Matthew B. Robinson
Hesse Martone, P.C.
Attorney for Petitioners Coalition

J. Michael Tecson
Hogan Marren Babbo & Rose, Ltd.
Attorney for Intervenors, Martin Flanagan as a member of the Laborers' International Union of North America, Construction & General Laborers' District Council of Chicago & Vicinity, and the Laborers' District Council Labor Management Cooperation Committee

Greg Hosé
Gregorio, Stec, Klein & Hosé
Attorney for Intervenors, Brian Dunn, as a member of the Technical Engineering Division Local 130, U.A.

EXHIBIT A

STATE OF ILLINOIS – DEPARTMENT OF LABOR
HEARINGS DIVISION
160 N. LASALLE ST., STE. C-1300
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:)
)
STANLEY SIMRAYH, as a member of the)
INTERNATIONAL UNION OF OPERATING)
ENGINEERS, LOCAL #150, AFL-CIO and the)
INTERNATIONAL UNION OF OPERATING)
ENGINEERS, LOCAL #150, AFL-CIO,) STATE FILE NO. 15-H-JN07-0853
)
and)
)
ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS,
et al. ,)
)
Petitioners)
)
v.)
)
JOSEPH COSTIGAN, DIRECTOR OF LABOR¹)
and the ILLINOIS DEPARTMENT OF LABOR)
)
Respondents)
)
and)
)
MARTIN FLANAGAN, as a member of the)
LABORERS INTERNATIONAL UNION OF NORTH AMERICA,
et al. ,)
)
and)
)
BRIAN DUNN, as a member of the)
TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, U.A.)
)
Intervenors)

DECISION AND ORDER

¹ Effective January 28, 2015, Director Hugo Chaviano succeeded Director Joseph Costigan as Director of Labor.

THIS MATTER coming on to be heard before the undersigned Administrative Law Judge, pursuant to Sections 4 and 9 of the Prevailing Wage Act ("PWA" or "Act"), 820 ILCS 130/0.01 *et seq.*, in a formal hearing in accordance with Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 – 10-70, and the Rules of Procedure in Administrative Hearings set forth at 56 Ill. Admin. Code 120.100-120.670; all parties having been duly notified of the hearing and having participated; the undersigned having considered all the evidence, the relevant law and the argument of the parties, and due weight having been given to the credibility of the witnesses, the undersigned hereby issues this Decision and Order.

BACKGROUND

In June 2013, the Illinois Department of Labor ("IDOL") published a schedule of prevailing wage "classifications" and "rates" on its official website. In July 2013, the International Union of Operating Engineers Local 150 ("Local 150") filed an Objection (IDOL File No. 14-H-TW-07-0031) to the schedule, petitioning IDOL pursuant to Sections 4 and 9 of the PWA to add certain "survey crew" classifications and rates to the schedule. The Laborers International Union of North America and others ("Laborers") filed a petition to intervene, which was granted by the administrative law judge. The Associated General Contractors of Illinois and others ("Coalition") also filed petitions to intervene, but the same were denied as untimely. Prior to adjudication of the Objection, the parties—IDOL, Local 150 and the Laborers—reached a resolution of all issues and entered into "Consent Decrees," which were then approved by the administrative law judge on September 12, 2013 by way of written Orders. The Consent Decrees and Orders provided for the creation of the classifications of "survey worker" and "survey foreman," along with designated rates, for "Highway" construction in all 102 counties of the State.² Within the Consent Decrees, the position of "survey worker" was defined as "operates survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits," and the position of "survey foreman" was defined as "operates survey equipment, oversees survey crew operations, coordinates work with engineer to complete job on time." The Consent Decrees also provided that, "for purposes of enforcement, the IDOL shall classify the position commonly referred to as Rod Man (performing general labor for a survey crew) under the classification of Laborer."

On or about October 1, 2013, IDOL published the new survey worker classifications and rates on its official website. In its schedule, in addition to "Highways," IDOL erroneously extended the classifications and rates to "Buildings" as well. On or about October 9, 2013, the Coalition filed written Objections to the survey worker classifications and rates.

² The Consent Decrees provide that the entire record shall consist of the Consent Decrees and the Orders (along with the Notices of Hearing). Neither the Consent Decrees, nor the accompanying Orders, recite a factual basis for the creation of the "survey worker" and "survey foreman" classifications.

On or about November 4, 2013, the Director of Labor dismissed the Objections as untimely. On December 4, 2013, the Coalition filed a complaint for administrative review of the Director's decision in Cook County Circuit Court (No. 13 CH 26840). On February 14, 2014, the Coalition filed a motion to stay enforcement of the survey worker classifications and rates. On April 4, 2014, the Circuit Court granted the motion, ordering that the classifications "shall not be applied or enforced until this [administrative review] matter has been decided on its merits, or until [IDOL] grants plaintiffs a hearing in accordance with 820 ILCS 130/9 of the Act, or until further order of court." IDOL and the Coalition subsequently entered into a written Settlement Agreement, in which IDOL agreed to accept new written Objections from the Coalition to the October 2013 schedule and to stay enforcement of the "survey worker" and "survey foreman" classifications and rates, pending a final administrative decision on the Coalition's Objections.

As a consequence of the Circuit Court order, when IDOL published the July 2014 prevailing wage schedule, IDOL struck through the survey worker classifications and added the notation "not in effect" on the schedule. On July 31, 2014, Local 150 filed an Objection to the July 2014 schedule, objecting to the striking of the classifications and requesting an investigatory hearing "in accordance with Section 4 and 9 of the [PWA]." Timely petitions to intervene were subsequently filed by the Coalition, the Laborers, and Technical Engineering Division Local Union 130 and others ("Tech Engineers"). All petitions to intervene were ultimately granted.

On August 20, 2014, the Coalition filed an Objection to "[IDOL's] prevailing wage determinations for the classifications [of] survey worker and survey foreman in all counties of Illinois" as originally published in October 2013. On August 21, 2014, the Director of Labor issued an Order directing that the Coalition's Objection be heard along with Local 150's Objection in the instant consolidated hearing (IDOL File No. 15-H-JN07-0853).

In its Objection (and supplemental filings), the Coalition argues, in summary, that the classifications should be stricken because survey workers:

- 1) are not "laborers or workers" within the meaning of the PWA;
- 2) are not engaged in "actual construction" within the meaning of the PWA;
- 3) are not "directly employed by contractors or subcontractors"; and
- 4) are exempt from the PWA by operation of the Illinois Professional Land Surveyor Act of 1989, 225 ILCS 330/1 *et seq.* ("IPLSA"); the Illinois Procurement Code, 30 ILCS 500/1-1 through 99-5 ("Procurement Code"); and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act, 30 ILCS 535/1 *et seq.* ("QBSA").

On October 14, 15, 16, 17, 23 and 24, 2014, the undersigned convened a formal hearing on the Objections. At hearing the issues of classification and rate were bifurcated, with the former being heard first. On December 12, 2014, the undersigned issued an Order, finding the classifications of "survey worker" and "survey foreman" proper under the PWA but directing that "the language of the classifications...be amended to clarify...the context in which such persons and such work are covered."

The Coalition and the Laborers subsequently filed "Exceptions" to the December 12, 2014 Order, and other parties filed responses to the Exceptions. On January 9, 2015, the undersigned issued an Order, finding the Exceptions "not yet ripe for purposes of 56 Ill. Admin. Code 120.640," and directing that the matter proceed to hearing on the issue of "rate." On March 6, 2015, the Coalition, Local 150, the Laborers and the Tech Engineers filed a joint motion requesting that the undersigned issue a final Decision and Order on the issue of classification only. On May 8, 2015, with no objection from IDOL, the undersigned granted the joint motion. By agreement of all parties, for purposes of 820 ILCS 130/9 and the issuance of a "final determination" on the issue of classification, the hearing was deemed concluded as of May 15, 2015.

FINDINGS OF FACT

Based upon the testimony and other evidence received at hearing, the undersigned makes the following findings of fact.

1. "Construction layout" and "grade checking" are performed with regularity on the site of public works construction projects throughout the State of Illinois, both in the context of "horizontal construction" (such as roadways, runways, sidewalks and sewers) and "vertical construction" (such as high rises and hospitals);
2. The individuals who perform construction layout and grade checking during the construction process are typically referred to in the construction industry as the "survey crew" (or "field technicians" or "survey technicians"). Historically, survey crews consisted of three individuals: a rodman, instrument man and crew chief. Due to advances in technology, the rodman position is virtually extinct. Presently, construction layout and grade checking are routinely performed by one to two-person crews.
3. Typically, the first step in performing construction layout or grade checking is locating a land boundary marker (a "monument") or other control point, previously identified by a surveyor or engineer on the physical site of construction or on construction plans/blueprints. Depending upon the site and the type of project, the survey crew may need to set additional control points. Once an appropriate control point has been located and any necessary offsets have been established, the survey crew proceeds to pound wooden stakes known as "hub" and "lath" into the

ground. Information such as horizontal distance, vertical distance and elevation is then inserted on the stakes. In the context of vertical construction, "scribings" into the structure's surface and "chalk lines" often take the place of hub and lath.

4. The information provided by the survey crew serves to guide iron workers, operating engineers, plumbers, carpenters, electricians and other trades as they dig, fill, pour, hoist, set, etc. Unless and until the survey crew does its work, the work of the various trades cannot proceed.
5. Construction layout and grade checking are performed at all stages of the construction process, including immediately prior to excavation and as a "final check" of construction. At times, survey crews work alone on the construction site; other times, they work with or amidst various trades.
6. Depending upon the particular site and project, survey crew members use assorted tools and supplies, including shovels, hammers, sledgehammers, saws, chisels, steel tapes, plum bobs, hub, lath, rebar, nails, scribes, keels, and spray paint.
7. Depending upon the particular site and project, survey crew members also use assorted "survey" equipment of varying degrees of technological sophistication, including optical levels, transits, theodolites, lasers, gyroscopic compasses, GPS, data collectors, tripods, "total stations" and robotic total stations.
8. Survey crew members typically wear hard hats, safety vests and tool belts. They typically transport their tools, supplies and equipment to the construction site in trucks with reinforced springs. As needed, survey crews carry tools, supplies and equipment with (or on) them as they move about the job site.
9. Survey crew members must have the ability to stand, bend and walk for long distances. On any given day, depending upon the particular site and project, they may be required to dig, clear brush, pour concrete, or pound lath every twenty five to fifty feet.
10. To perform their work competently, survey crew members must also be familiar with reading construction plans/blueprints. They must possess math skills that include an understanding of more advanced math such as geometry and algebra. They must be able to set up, calibrate, "center" and (to an acceptable level of precision and accuracy) operate survey equipment. They must also be able to edit and record data and other information in a field book or electronic format.
11. Some survey crew members have learned their skills through "on the job" training alone. Other survey crew members' skills are the product of classroom instruction—typically received through a construction trade's apprenticeship program—and "on the job" training.
12. Prior to the entry of the Consent Decrees in September 2013, it was IDOL's enforcement position that the work of survey crews on public works projects was covered under the already existing classification of "Laborer."

STIPULATIONS

The parties have stipulated that "the position commonly referred to as 'rod man' is not in issue in these proceedings and will be treated in a manner consistent with its treatment prior to the [September] 2013 Consent Decrees."

STATEMENT OF THE LAW

Section 1 of the PWA declares the policy of the Act:

"It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works."

Section 2 of the PWA provides, in relevant part:

"This Act applies to the wages of laborers, mechanics and other workers employed in any public works, as hereinafter defined, by any public body and to anyone under contracts for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented (emphasis added)."

Section 3 of the PWA provides in relevant part:

"Not less than the general prevailing rate of hourly wages for work of a similar character on public works in the locality in which the work is performed...shall be paid to all laborers, workers and mechanics employed by or on behalf of any public body engaged in the construction or demolition of public works...Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job...in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works."

Section 2 of the PWA defines "construction" as "all work on public works involving laborers, workers or mechanics."

Section 4 (e) of the PWA provides in relevant part:

"Two or more investigatory hearings under this Section on the issue of establishing a new prevailing wage classification for a particular craft or type of worker shall be consolidated in a single hearing before the Department..."

Section 9 of the PWA relates to IDOL's duties to ascertain wages annually and to the filing of objections. In relevant part, it states:

"The Department of Labor shall during the month of June of each calendar year, investigate and ascertain the prevailing rate of wages for each county in the State...

At any time within 30 days after the Department of Labor has published on its official web site a prevailing wage schedule, any person affected thereby may object in writing to the determination or such part thereof as they may deem objectionable by filing a written notice with the...Department of Labor,...stating the specified grounds of the objection. It shall thereafter be the duty of the public body or Department of Labor to set a date for a hearing on the objection...

At such hearing...the Department of Labor shall introduce in evidence the investigation it instituted which formed the basis of its determination, and the...Department of Labor, or any interested objectors may thereafter introduce such evidence as is material to the issue. Thereafter, the...Department of Labor must rule upon the written objection and make such final determination as it believes the evidence warrants... The final determination by the Department of Labor or a public body shall be rendered within 30 days after the conclusion of the hearing.

If proceedings to review judicially the final determination of the public body or Department of Labor are not instituted as hereafter provided, such determination shall be final and binding."

STANDARD OF PROOF

Section 120.100 of IDOL's Rules of Procedure in Administrative Hearings, 56 Ill. Admin. Code 120.100, provides in relevant Part:

"This Part shall apply to all administrative hearings concerning contested cases conducted under the jurisdiction of the Director of Labor and/or the Department of Labor, except for formal hearings conducted under the Wage Payment and Collection Act [820 ILCS 115]..."

Section 120.120 of IDOL's Rules of Procedure in Administrative Hearings, 56 Ill. Admin. Code 120.120, provides in relevant Part:

"...The standard of proof for any hearing conducted under this Part shall be the preponderance of the evidence."

BURDEN OF PROOF

Section 4 (e) of the PWA provides in relevant part:

“The party requesting a consolidated investigatory hearing shall have the burden of establishing that there is no existing prevailing wage classification for the particular craft or type of worker in any of the localities under consideration.”

Section 120.120 of IDOL's Rules of Procedure in Administrative Hearings, 56 Ill. Admin. Code 120.120, provides in relevant part:

“The party applicant or complainant shall have the burden of proof...”

Arguably, the classifications and rates about which the Coalition complains already exist, and it is merely enforcement of the same that has been stayed by the Settlement Agreement (that IDOL and the Coalition entered into in Cook County Circuit Court). If so, the ultimate burden of proof (under 56 Ill. Admin. Code 120.120) would rest with the “complainant,” the Coalition. Notwithstanding, because neither the Consent Decrees nor the accompanying Orders recites a factual basis for the creation of the “survey worker” and “survey foreman” classifications (see Footnote 2), the undersigned assumes, *for purposes of analysis*, that the Settlement Agreement effectively nullified the classifications and that the burden of proof rests instead with Objector Local 150 and the Intervenors.

ANALYSIS AND CONCLUSIONS

“Laborer or Worker.” Section 2 of the PWA provides, in relevant part:

“This Act applies to the wages of **laborers**, mechanics and **other workers** employed in any public works, as hereinafter defined, by any public body and to anyone under contracts for public works. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented (emphasis added).”

The Coalition argues that survey workers are not “laborers” or “workers” within the meaning of the PWA “because they engage in primarily intellectual work and their physical work is incidental to their intellectual work.”

Neither the term “laborer” nor the term “worker” is defined in the PWA. “[I]t is a basic tenet of statutory construction that when terms of a statute are not specifically defined, they must be given their ordinary and popularly understood meanings.” See *Johnson v Figgie International, Inc. Rawlings Sporting Goods Division*, 151 Ill.App.3d 496, 508, 502 N.E. 2d 797, 806 (2nd Dist. 1986 (citing *Niven v. Siqueira* (1985), 109 Ill.2d 357, 366, 94 Ill.Dec. 60, 487 N.E.2d 937.) A “laborer,” as defined in Black's Law Dictionary is “one who, as a means of livelihood, performs work and labor for those who employ him”;

and a "skilled worker" is "a worker that has the knowledge and training to do a particular job such as an electrician or mechanic." [Citations omitted.]

In this case, the evidence establishes that survey crews wear hard hats, safety vests and tool belts; transport their tools and equipment to the construction site in reinforced trucks; use shovels, saws, chisels, hammers, sledgehammers, and steel tapes; carry their tools and equipment with them as they move about the job site; stand, bend and walk for long distances; dig, clear brush and pound stakes.

Although construction layout and grade checking require significant "mental" or "intellectual" skills (discussed further below), the "physical" aspects of the work are considerable, and can hardly be considered secondary or incidental. For these reasons, the undersigned finds that individuals who perform such work are "laborers" or "workers" within the ordinary meaning of those words, and for purposes of the PWA.

"Actual Construction." Section 3 of the PWA provides, in relevant part:

"...Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in **actual construction** work on the site of the building or construction job...in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works (emphasis added)."

The Coalition argues that survey workers are not engaged in "actual construction" within the meaning of the PWA because they do not actually "build improvements." However, nothing in the Act so limits the scope of coverage. Instead, the term "construction" is broadly defined at Section 2 of the PWA as "**all work on public works involving laborers, workers or mechanics** (emphasis added)." Restated, "actual construction" means "actual work on public works involving laborers, workers or mechanics." It is clear that survey workers perform work on the site of public works construction projects: they dig, clear brush and pound stakes; carry, set up, calibrate and operate survey equipment; insert information about distances and elevations on stakes and concrete; and edit and record data. And, for the reasons stated immediately above, survey workers are "laborers" or "workers" for purposes of the PWA. Thus, under the plain language of the PWA, survey workers are engaged in "actual construction." Furthermore, the evidence establishes that: construction layout and grade checking are performed from the beginning of the construction process through the end; survey crews work with or amidst the various construction trades; the information provided by the survey crew guides the various trades as to where to do their work; and unless and until the survey crew does its work, the work of the trades cannot proceed.

For these reasons, the undersigned finds that individuals who perform construction layout and grade checking (on the site of public works construction projects) are engaged in "actual construction" within the meaning of the PWA.

"Directly Employed by Contractors or Subcontractors." Section 3 of the PWA provides, in relevant part:

"...Only such laborers, workers and mechanics as are **directly employed by contractors or subcontractors** in actual construction work on the site of the building or construction job...in the execution of any contract or contracts for public works with any public body shall be deemed to be employed upon public works (emphasis added)."

The Coalition also argues that survey workers on public works projects are not "directly employed by construction contractors or subcontractors." The question of whether a given survey worker on a given construction project is (is not) "directly employed by a [public works] contractor or subcontractor" for purposes of the PWA is a fact-intensive inquiry that can only be decided on a case-by-case basis. Consequently, the undersigned declines to address the issue in the context of the instant proceeding.

Other Statutes. The Coalition also argues that construction layout and grade checking, and the individuals who perform it, are exempt from the PWA by operation of three other Illinois statutes: the Illinois Professional Land Surveyor Act of 1989, 225 ILCS 330/1 *et seq.* ("IPLSA"); the Illinois Procurement Code, 30 ILCS 500/1-1 through 99-5 ("Procurement Code"); and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act, 30 ILCS 535/1 *et seq.* ("QBSA").

Specifically, the Coalition argues that individuals who perform construction layout and grade checking cannot be considered "laborers" or "workers" under the PWA because the work falls within the scope of the IPLSA and, therefore, must be "overseen by a Professional Land Surveyor ['PLS']." The Coalition further argues that the work itself cannot be considered "construction" under the PWA because: i) the Procurement Code classifies such work as "construction-related" (or "construction-related professional services"); and ii) "construction contracts are let through a competitive bidding process ... [while survey] contracts are let through the [QBSA]."

The undersigned rejects the Coalition's arguments. First, none of the statutes cited contains a provision that exempts construction layout and/or grade checking—or the individuals who perform this work—from coverage under the PWA. Next, in determining whether such work is "construction" for purposes of the PWA, reliance upon, or even consideration of, the Procurement Code and the QBSA is unnecessary and inappropriate—unnecessary as the term is already defined in the PWA, inappropriate as the other statutes and the PWA are not "related" laws. See *People of the State of Illinois*

v. *E.R.H Enterprises*, 2013 IL 115106, 4 N.E.3d 1 (2014). Lastly, even assuming that construction layout and grade checking are subject to certain licensing requirements under the IPLSA, such requirements would not alter the character of the work, or the status of the individuals performing it, for purposes of the PWA.

Establishment of New Classifications. Prior to the entry of the Consent Decrees in September 2013, it was IDOL's enforcement position that the work of survey crews (on public works projects) was covered under the existing classification of "Laborer." Due to advances in technology, the rodman position is now virtually extinct. The parties have stipulated that the rodman position is not in issue in the instant proceeding and will be treated "in a manner consistent with its treatment prior to the Consent Decrees." At issue is whether new classifications of "survey worker" and "survey foreman" should be established for the other members of current day survey crews.

In determining whether the establishment of a new classification of work under the PWA is warranted, the factors to be considered are the training, knowledge, skills and abilities required to perform that work. *Illinois Landscape Contractors Association v. Department of Labor*, 372 Ill.App.3d 912, 923, 866 N.E.2d 592, 310 Ill.Dec. 431 (2007). In the instant case, the evidence establishes that construction layout and grade checking are, in certain respects, similar to the work of a general laborer. They involve the use of common tools (such as shovels, hammers and chisels), and they require similar physical abilities (such as standing, bending and walking for long distances) and similar physical activities (such as digging, hammering and clearing brush). In other, highly material respects, however, the work is significantly dissimilar. To perform their work competently, survey crew members must also be familiar with reading construction plans/blueprints. They must possess math skills that include an understanding of more advanced math such as geometry and algebra. They must be able to set up, calibrate, "center" and (to an acceptable level of precision and accuracy) operate survey equipment. They must also be able to edit and record data and other information in a field book or electronic format. Based upon the distinct skills, abilities and knowledge required to perform construction layout and grade checking, the undersigned finds that the establishment of new classifications is warranted.

ORDER

Accordingly, IT IS HEREBY ORDERED that:

1. The below-described classifications of "Survey Worker" and "Survey Foreman" be established, Statewide, with respect to both horizontal ("Highway") and vertical ("Buildings") construction:
 - i) "Survey Worker": operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking;

- ii) "Survey Foreman": operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; coordinates work of survey crew.
2. Subject to the final resolution of any exceptions to/appeals of this Decision and Order, the undersigned retains jurisdiction over the instant matter for the purpose of deciding the issue of "rate."
 3. For purposes of 56 Ill Admin Code 120.640., the instant matter is hereby transferred to the Director of Labor.

Entered: 6-12-15



Michael Haggerty, Administrative Law Judge

NOTICE: Exceptions to the instant Decision and Order may be filed pursuant to 56 Ill Admin Code 120.640. In the event no timely or proper exceptions are filed, the instant Decision and Order shall automatically become the final decision and order of the Director, subject to judicial review in accordance with 735 ILCS 5/3-101 *et seq.*

CERTIFICATE OF SERVICE

I hereby certify that I caused a copy of the foregoing

DECISION AND ORDER

to be served on the following persons at the e-mail addresses noted below
prior to 6:00 p.m. on June 12, 2015.



Michael Haggerty, ALJ

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EXHIBIT B

STATE OF ILLINOIS – DEPARTMENT OF LABOR
 CONCILIATION/MEDIATION DIVISION
 1 W. OLD STATE CAPITOL PLAZA, 3RD FLOOR
 SPRINGFIELD, ILLINOIS 62701

IN THE MATTER OF:)	
)	
STANLEY SIMRAYH, as MEMBER OF THE)	
INTERNATIONAL UNION OF OPERATING)	
ENGINEERS, LOCAL #150, AFL-CIO and the)	
INTERNATIONAL UNION OF OPERATING	)	STATE FILE NO.: 2015-H-JN07-0853
ENGINEERS, LOCAL #150, AFL-CIO,)	
	)	Administrative Law Judge
Petitioner(s),	)	Michael Haggerty
)	
v.)	
)	
JOSEPH COSTIGAN, DIRECTOR OF)	
LABOR and the ILLINOIS DEPARTMENT OF)	
LABOR,)	
)	
Respondent.)	

Stipulation

Joseph Costigan, Director of Labor, and the Illinois Department of Labor (“Respondents”); Petitioners, Stanley Simrayh, as Member of the International Union of Operating Engineers, Local #150, AFL-CIO (“Simrayh”), and the International Union of Operating Engineers, Local #150, AFL-CIO (“Local 150”) (collectively, Simrayh and Local 150 referred to as (“Petitioners”)); Petitioners Objectors, the Underground Contractors Association of Illinois, the Associated General Contractors of Illinois, American Council of Engineering Companies of Illinois, Illinois Society of Professional Engineers, Southern Illinois Builders Association, Illinois Professional Land Surveyors Association, Illinois Road & Transportation Builders Association, Diamond Construction Company, United Contractors of Midwest, Inc., Advanced Asphalt Company, E.T. Simonds, Tarlton Corporation, ARC Design Resources, Inc., Shive-Hattery, Inc., Pi Surveying Group, P.C., Robinson Engineering, Ltd., Prairie Engineers of Illinois, P.C., Hermann & Associates, L.L.C., Klinger & Associates, P.C., McDonough-Whitlow, P.C., Andrews Engineering, Inc., Tyson Engineering, Inc., Bowman, Barrett & Associates, Inc., Maurer-Stutz, Inc., Oates Associates, Inc., Crawford, Murphy & Tilly, Inc., Ament, Inc. Alfred Benesch & Company, Chastain & Associates, L.L.C., Clark Dietz, Inc., Coombe-Bloxdorf, P.C., Farnsworth Group, Inc. Kaskaskia Engineering Group, L.L.C., SCI Engineering, Inc., Woolpert, Inc., Hartke Engineering and Surveying, Inc., and Poepping, Stone, Bach & Associates, Inc. (collectively the “Contractors”), and Intervenors, Martin Flanagan, as a Member of the Laborers International Union of North America (“Flanagan”), Construction & General Laborers’ District Council of Chicago & Vicinity (the “LDC”), and Laborers’ District Council Labor Management Cooperation Committee (the “LMCC”) (collectively, Flanagan, the LMCC and the LDC referred to as “Chicago Laborers”), Laborers’ International Union of North America, Southern &

{00260870}

Central Illinois Laborers' District Council, Southwestern Illinois Laborers' District Council, Great Plains Laborers' District Council and their affiliated Local Unions (the "Downstate Laborers"), and Brian Dunn, as a Member of the Technical Engineering Division Local Union 130, U.A. ("Tech Engineers"), by and through their undersigned counsel, pursuant to 56 Ill. Admin. Code 120.540, hereby enter into the following Stipulation in the above-referenced matter and agree as follows:

1. This matter arises under the Illinois Prevailing Wage Act ("IPWA"), as amended, 820 ILCS 130/0.01 *et seq.*
2. Pursuant to September 12, 2013 Consent Decrees entered into between the Illinois Department of Labor ("IDOL"), the Operators and the Chicago Laborers, and between IDOL, the Operators, and the Downstate Laborers (collectively, the "2013 Consent Decrees") in State File No. 2014-H-TW07-0031, the Survey Worker and Survey Foreman rates were established based upon that of the Laborer, and the Survey Worker and Survey Foreman classifications and rates were added to the statewide October 2013 prevailing wage schedules published by IDOL on its website.
3. Pursuant to a July 2014 settlement agreement between the Associated General Contractors of Illinois, Diamond Construction Company, United Contractors Midwest, Inc., and the Respondents in Circuit Court of Cook County Case Number 13 CH 26840 (the "Settlement Agreement"), the Survey Worker classification was struck through and noted as "not in effect" on the statewide July 2014 prevailing wage rates published by IDOL.
4. Pursuant to Sections 4 and 9 of the IPWA, Petitioners timely filed written objections to the statewide July 2014 prevailing wage rates (the "Petitioners' Objection"), and requested a hearing to establish prevailing wage rates for the Survey Worker and Survey Foreman classifications.
5. Pursuant to Section 9 of the IPWA, the Respondents scheduled a hearing on Petitioners' Objection, issued a Notice of Hearing, and provided notice of the hearing to the public by posting the date, time, location, and other pertinent information regarding the Section 9 hearing on IDOL's website.
6. On August 14, 2014, the Chicago Laborers filed a petition to intervene, and on August 28, 2014, the Downstate Laborers and the Tech Engineers filed petitions to intervene, all of which were granted by order dated September 9, 2014.
7. Pursuant to the Settlement Agreement, on August 20, 2014, the Contractors filed a Written Notice of Objections to Prevailing Wage Determinations of Survey Worker and Survey Foremen Classifications (the "Contractors' Objection").
8. On August 21, 2014, IDOL entered an order consolidating the Petitioners' Objection and the Contractors' Objection into a single proceeding.

9. Pursuant to the 2013 Consent Decrees, the IDOL classified the position commonly referred to as Rod Man (performing general labor for a survey crew) on a statewide basis under the classification of Laborer.

10. Pursuant to the 2013 Consent Decrees, the classification of Survey Worker was defined as:

Operates survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

11. Pursuant to the 2013 Consent Decrees, the classification of Survey Foreman was defined as:

Operates survey equipment, oversees survey crew operations, coordinates work with engineer to complete job on time.

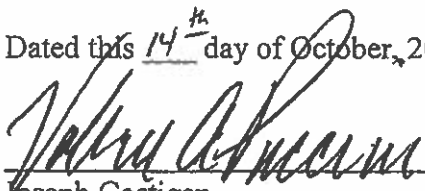
12. Pursuant to the Contractors' Objection, the Objectors have challenged the Survey Worker and Survey Foreman classifications and rates.

13. The Laborers raise no objection with respect to the Survey Worker and Survey Foreman classifications, as defined in the statewide October 2013 prevailing wage rates and the 2013 Consent Decrees; however, the Laborers retain their status as Intervenor and shall be authorized to participate in any hearing or proceeding regarding the Survey Worker and Survey Foreman classifications or rates.

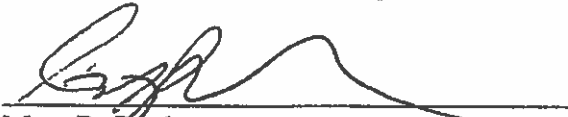
14. The parties to this Stipulation agree and stipulate that the position commonly referred to as "rod man" is not at issue in these proceedings and will be treated in a manner consistent with its treatment prior to the 2013 Consent Decrees. *The Department of Labor's enforcement position is that "rod men" are inclusive within the*

15. The parties agree that the Decision and Order adopting this Stipulation shall have the same force and effect as an Order made after a full hearing. *Laborer's classification*

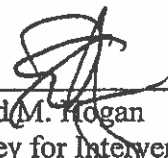
Dated this 14th day of October, 2014



Joseph Costigan
Director of Labor, Illinois Department of Labor




Marc R. Poulos
Attorney for Petitioners
Stanley Simrayh, and the International Union of
Operating Engineers, Local 150



 Edward M. Hogan
 Attorney for Intervenor
 Martin Flanagan
 Laborers' International Union of North America
 Construction & General Laborers' District Council of Chicago and Vicinity
 Laborers' District Council Labor Management Cooperation Committee
 Southwestern Illinois Laborers' District Council
 Southern & Central Illinois Laborers' District Council
 Great Plains Laborers' District Council
 and their affiliated Local Unions



 John Foomey
 Attorney for Intervenor
 Brian Dunn, as a Member of the Technical Engineering Division Local Union 130, U.A.



 Andrew J. Martone
 Matthew B. Robinson
 Bruce S. Bonczyk
 Attorneys for Contractors
 The Underground Contractors Association of Illinois, the Associated General Contractors of Illinois ("AGCP"), American Council of Engineering Companies of Illinois, Illinois Society of Professional Engineers, Southern Illinois Builders Association, Illinois Professional Land Surveyors Association, Illinois Road & Transportation Builders Association, Diamond Construction Company, United Contractors of Midwest, Inc., Advanced Asphalt Company, E.R. Simonds, Tarlton Corporation, ARC Design Resources, Inc., Shive-Hattery, Inc., Pi Surveying Group, P.C., Robinson Engineering, Ltd., Prairie Engineers of Illinois, P.C., Hermann & Associates, L.L.C., Klinger & Associates, P.C., McDonough-Whitlow, P.C., Andrews Engineering, Inc., Tyson Engineering, Inc., Bowman, Barrett & Associates, Inc., Maurer-Stutz, Inc., Oates Associates, Inc., Crawford, Murphy & Tilly, Inc., Ament, Inc. Alfred Benesch & Company, Chastain & Associates, L.L.C., Clark Dietz, Inc., Coombe-Bloxdorf, P.C., Farnsworth Group, Inc. Kaskaskia Engineering Group, L.L.C., SCI Engineering, Inc., Woolpert, Inc., Hartke Engineering and Surveying, Inc., and Poepping, Stone, Bach & Associates, Inc.

EXHIBIT C

STATE OF ILLINOIS - DEPARTMENT OF LABOR
160 NORTH LASALLE STREET SUITE C-1300
CHICAGO, ILLINOIS 60601

STANLEY SIMRAYH, as a member of the)
INTERNATIONAL UNION OF OPERATING)
ENGINEERS, LOCAL 150, AFL-CIO)
and the INTERNATIONAL UNION OF)
OPERATING ENGINEERS LOCAL 150,)
AFL-CIO,)
and)
ASSOCIATED GENERAL CONTRACTORS)
OF ILLINOIS, et al.)
Petitioners)
v.)
JOSEPH COSTIGAN, DIRECTOR OF)
LABOR and the ILLINOIS DEPARTMENT)
OF LABOR,)
RESPONDENT)
and)
MARTIN FLANAGAN, as a member of the)
LABORERS INTERNATIONAL UNION OF)
NORTH AMERICA, et al.,)
and)
BRIAN DUNN, as a member of the TECHNICAL)
ENGINEERING DIVISION, LOCAL UNION)
130, U.A.)
Intervenors)

IDOL FILE NO: 15-H-JN07-0853

ORDER¹

THIS MATTER COMING ON TO BE HEARD under the Prevailing Wage Act (“PWA”), and pursuant to an August 25, 2021 Joint Motion to Clarify Director’s Final Decision and Order to Reflect that it is Interlocutory Pending the Determination of Rates, all parties having been duly notified and the undersigned being duly advised on the premise;

¹ The Acting Director of Labor, Jane Flanagan, has designated Assistant Director of Labor, Jason Keller, to rule on this pending matter as authorized under 56 Ill. Adm. Code 120.110.

IT IS HEREBY ORDERED:

The Joint Motion is GRANTED, the Director of the Department of Labor will amend and issue the decision in the instant matter as "Director's Interim Decision and Order".

ENTERED:

A handwritten signature in black ink, appearing to read "Jason Keller", is written over a solid horizontal line.

**Jason Keller
Assistant Director
Illinois Department of Labor**

State of Illinois -Illinois Department of Labor
IDOL File No. 15-H-JN07-0853
Simrayh et al. v. IDOL-Survey Worker Hearing
Service List -October 2022

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EXHIBIT D

STATE OF ILLINOIS - DEPARTMENT OF LABOR
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STANLEY SIMRAYH, as a member of the)
INTERNATIONAL UNION OF OPERATING)
ENGINEERS, LOCAL 150, AFL-CIO)
and the INTERNATIONAL UNION OF)
OPERATING ENGINEERS LOCAL 150,)
AFL-CIO,)

and)

ASSOCIATED GENERAL CONTRACTORS)
OF ILLINOIS, et al.)

Petitioners)

v.)

IDOL FILE NO: 15-H-JN07-0853

JOSEPH COSTIGAN, DIRECTOR OF)
LABOR and the ILLINOIS DEPARTMENT)
OF LABOR,)

RESPONDENT)

and)

MARTIN FLANAGAN, as a member of the)
LABORERS INTERNATIONAL UNION OF)
NORTH AMERICA, et al.,)

and)

BRIAN DUNN, as a member of the TECHNICAL)
ENGINEERING DIVISION, LOCAL UNION)
130, U.A.)

Intervenors)

DIRECTOR'S¹ INTERIM DECISION AND ORDER

¹ The Acting Director of Labor, Jane Flanagan, has designated Assistant Director of Labor, Jason Keller, to rule on this pending matter as authorized under by 56 Ill. Adm. Code 120.110.

On August 21, 2014 the Director of Labor issued an Order directing a consolidated hearing to hear the July 31, 2014 International Union of Operating Engineers, Local 150, AFL-CIO's ("Operators Local 150") objection to the July 2014 prevailing wage schedule which struck out the survey worker classifications and added "not in effect" and the August 20, 2014 objection by the Associated General Contractors of Illinois ("Coalition") of the prevailing wage determinations for the survey worker and survey foreman classifications in all counties in Illinois.

Administrative Law Judge Michael Haggerty ("ALJ Haggerty") conducted a hearing on the objections on October 14, 15, 16, 17, 23 and 24, 2014 related to the surveyor classification issue. On June 12, 2015, ALJ Haggerty issued a Final Decision and Order on the issue of whether a classification for survey workers was proper. ALJ Haggerty's Decision concluded among other things that the Survey Worker and Survey Foreman were proper, established the classifications statewide for both horizontal and vertical work and defined each classification.

The Operators Local 150 and the Coalition submitted exceptions to ALJ Haggerty's Decision and Order and the Technical Engineering Division, Local 130, U.A. ("Engineers Local 130"), intervenors, submitted replies to the exceptions. Operators Local 150's sole exception stated that ALJ Haggerty erred in failing to address the issue of whether survey workers are directly employed by contractors or subcontractors. The Coalition's exceptions stated that ALJ Haggerty's erred in his rulings as follows: finding that prior to the entry of the September 2013 consent decree, the Illinois Department of Labor's ("IDOL" or "Department") enforcement position as to the work of survey workers was covered under the existing laborers classification; failing to place the burden of proof on the Department; finding that persons operating survey equipment engaged in construction layout or grade checking are laborers or workers covered by

the Illinois Prevailing Wage Act ("PWA"); finding that persons operating survey equipment engaged in construction layout of grade checking are engaged in actual construction; finding that survey workers are directly employed by contractors or subcontractors in a case by case basis; disregarding the Illinois General Assembly's differentiation between construction and consulting firms under the Illinois Procurement Code ("IPC") and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act ("QBSA"); finding that survey worker and survey foreman work is performed state-wide because the Operators Local 150 only have jurisdiction in 24 northern counties; finding that monuments are on the physical site of employment; finding that construction layout and grade checking is performed at all stages of the construction process; and that the survey worker and survey foreman classification are not supported by the record.

The record, ALJ Haggerty's decision and order along with the filed exceptions and responses have been considered. Any issues not raised in the exceptions is not addressed in this Decision and Order and is deemed waived for all purposes. 56 Ill. Adm. Code 120.650(d). For the reasons set forth, the Decision is affirmed and adopted, except as to the issue of monuments, and the matter is remanded to ALJ Haggerty for a hearing to establish the rates for the new classifications.

I. Background

The Parties and ALJ Haggerty have set forth a comprehensive recital of the facts, testimony and evidence. For purposes of this decision, the Department only recites facts that occurred post the issuance of ALJ Haggerty's Decision and Order.

ALJ Haggerty issued his Decision and Order in the instant matter on June 12, 2015. Pursuant to Department rule 56 Ill. Adm. Code 120.640(b)-(c), Operators Local 150 and the Coalition filed exceptions to the Decision and Order. The Operators Local 150, the Coalition and

the Engineers Local 130 further filed response to the filed exceptions. On October 16, 2015 the Director of Labor, Hugo Chaviano, voided ALJ Haggerty's June 12, 2015 Decision and Order due to the fact that the matter originated as a request for the creation of a new classification under section 4(e) of the PWA but instead proceeded to a formal hearing held under section 9 of the PWA without an investigatory hearing as required under section 4 of the PWA. The Operators Local 150 challenged the October 16, 2015 order in Circuit Court and on September 14, 2020, the Court found that the Department's October 16, 2015 Decision and Order was clearly erroneous and remanded the matter back to the Department to review the ALJ Haggerty's June 12, 2015 Decision and Order.

Pursuant to the September 14, 2020 order, having reviewed the record and ALJ Haggerty's Decision and Order, I rule as follows:

II. Exceptions

a. The Burden of Proof

The Coalition took exception with ALJ Haggerty's placement of the burden of proof on the Operators Local 150 instead of the Department of Labor.

The record shows that the Operators Local 150 filed a motion under Section 9 to dispute the established rates and establish a new surveyor classification in 2013. The Coalition attempted to intervene twice and was denied. As a result, the Coalition filed suit in Court. Pursuant to that litigation, the Department and the Coalition entered into a settlement agreement that called for the Department to afford the Coalition a hearing on the issues of the creation of surveyor classification. On April 4, 2014, Judge Atkins issued a memorandum and order with instructions to stay the classification of 'Survey Worker' and 'Survey Foreman' until the matter was decided on its merits or until the Department granted the Coalition a hearing in accordance with 820

ILCS 130/9.” *See* Hearing Exhibit 7; *see also* Tra. Pt. 1 p. 129. In July 2014, IDOL published its prevailing wage schedule, struck through the survey worker classification, and added the notation “not in effect”. On July 31, 2014 the Operators Local 150 filed an objection to the July 2014 schedule’s strike out of the surveyor classification, requesting an investigatory hearing in accordance with Section 4 and Section 9 of the Prevailing Wage Act. A section 4 and 9 hearing proceeded in a bifurcated manner, first addressing the classification issue, and then the rate issue.

The Department’s Rules of Procedure for Administrative Hearings provides that “the party applicant or complainant shall have the burden of proof...”. 56 Ill. Admin. Code 120.120. Further, section 4(e) of the PWA provides in relevant part, “the party requesting a consolidated investigatory hearing shall have the burden of establishing that there is no existing prevailing wage classification for the particular craft or type of work in any of the localities under consideration.” Here, the burden of proving the need for the classification was on the Operators Local 150.

Notably, the exception raised by the Coalition is one that they settled during the hearing when they stated that the Operations Local 150 had the burden of proof as they sought the creation of a new classification. *See* Tra. vol. 3, P.502-503: 23-2; 503: 7-20.

Even assuming *arguendo* that the Department bared the burden, the outcome of this matter would not change as the Department presented evidence during the hearing that the Department investigated whether survey work was covered under the PWA. *See* Exh. 3, January 4, 2011 Department letter to Village of Downers Grove. The record contains testimony from former Department Conciliation/Mediation division manager, Tom Whalen, who testified that the Department investigated the inquiry internally and concluded that survey work was covered under the PWA and the classification under which survey work should be paid was laborer. *See*

Id.; *see also* Tra. vol. 1: p. 63:5-8. Through this evidence, the Department would have met its burden under Section 9 which requires that "...the Department of Labor shall introduce in evidence the investigation it instituted which formed the basis of its determination..."

For the reasons stated above, I affirm ALJ Haggerty's finding that the burden of proof lay with the Operators Local 150.

b. The Department's Enforcement's Position of Survey Crews under the PWA Prior to September 2013

The Coalition took exception with ALJ Haggerty's finding that the Department's enforcement position of survey workers prior to September 2013's consent decree was that survey crews were covered under the laborer's classification.

The record contains testimony from former Department Conciliation/Mediation division manager Whalen who testified that the Department received inquiries from public bodies about what type of work is covered by the PWA. Tra. vol. 1, p. 58:1-12. Whalen testified that he received an inquiry about survey work from the Village of Downers Grove in 2011. *Id.* at 58:13-16. Whalen testified that the Department investigated the inquiry internally and concluded that survey work was covered under the PWA and the classification under which survey work should be paid was laborer. *See* January 4, 2011 Department letter to Village of Downers Grove; *see also* Tra. vol. 1: p. 63:5-8. The Village of Downers Grove was notified of this determination by the Department in a letter. *See Id.*; *see also* Tra. vol. 1: p.63: 23-24, p.64:1-5. The testimony presented supports a finding that the Department maintained an enforcement position as to survey crews prior to September 2013.

For the reasons stated above, I affirm ALJ Haggerty's finding that the Department's enforcement policy prior to 2013 was that survey workers were covered under the PWA as laborers.

c. *Survey Workers Coverage under the PWA*

i. Laborers, workers or mechanics under the PWA

The Coalition took exception with ALJ Haggerty's finding that persons engaged in construction layout or grade checking and operating survey equipment are laborers or workers for purposes of the PWA.

The PWA does not define "laborers" or "workers". When a statute's term is not specifically defined, the ordinary meaning must be applied. *Johnson v. Figgie Intern, Inc. Rawlings Sporting Goods Div.*, 151 Ill. App. 3d 496, 508 (2nd dist. 1986). Black's Law Dictionary defines "laborers" as "one's who, as a means of livelihood, performs work and labor for those who employ him" and Merriam-Webster defines "laborer" as "a person who does unskilled physical work for wages". Black's Law Dictionary defines "worker" as "someone who laborers to attain" and Merriam-Webster defines "worker" as "one that works especially at manual or industrial labor or with a particular material".

The record contains testimony that a survey technician is the same as a survey crew or field crew and that these individuals are not licensed field surveyors. Tra. vol. 1: p. 213:24, p.214:1-5. The testimony further states that these survey technicians put in lath using a hammer, drive hub, carry a toolbelt or bag. *Id.* at p. 215:9-24; p. 216:1-2. Several witnesses testified that laths and hubs are used for staking at the construction site. *See* Tra. vol. 3: p. 651:5-11; p. 697:2-7; p. 745:24; p. 746: 1-12. These survey crews use sledgehammers to drive hub, wear safety vests and hardhats. Tra. vol. 1: p.216:3-20; *see also* Tra. vol. 3: p. 675:12-18. The record also contained testimony that construction layout and grade checking required digging, clearing bushes, pounding stakes, walking, carrying equipment, operating the survey equipment and

many other tasks. *See* Tra. v. 3, p.697:2-7, *see also* Tra. vol. 1: p. 243:1-12; Tra. vol. 3: p. 692:6-21; Tra. v. 1: p.100:1-8.

The record therefore contains evidence of the work survey workers engaged in grade checking and construction layout conduct and that work meets the plain meaning definitions of “laborers” and “workers”.

For the reasons stated above, I affirm ALJ Haggerty’s finding that survey crews are “laborers” and “workers” under the PWA.

ii. Actual Construction under the PWA

The Coalition took exception with ALJ Haggerty’s finding that persons operating survey equipment engaged in construction layout and grade checking are engaged in “actual construction” under the PWA.

The Prevailing Wage Act defines “construction” to mean all work on public works involving laborers, workers, or mechanics. 820 ILCS 130/2.

The record contains testimony that construction layout and grade checking is performed at all stages of the construction process. *See* Tra. vol. 3: p. 695:15-24; Tra. vol. 5: p.993: 13-15, p. 997:12-24. Construction layout and grade checking is done at the construction site both when only survey crews are present and along with various other trades. *See* Tra. vol. 3: p. 651:5-11. The record contains testimony of certain tasks required in construction layout and grade checking, as described in the previous section. This work is necessary to allow other trades to perform their tasks such that at times, survey crews work in phases, each phase consisting of doing the layout and grade checking needed by a specific trade so that the given trade can perform its particular task. Tra. vol. 3: p. 695:15-24.

Because survey crews are laborers and workers under the prevailing wage, because the work is integral to the construction project and because survey workers perform construction layout and grade checking on public works at all stages of the construction project, the work is actual construction.

For the reasons stated above, I affirm ALJ Haggerty's finding that survey workers are engaged in actual construction under the PWA.

iii. Directly employed by contractors or subcontractors

The Operators Local 150 took exception with ALJ Haggerty's failure to find that survey workers are directly employed by contractors or subcontractors. The Coalition took exception with ALJ Haggerty's finding that survey workers were directly employed by contractors or subcontractors on a case by case basis.

The record contains testimony from a witness, John David Totemeier, who testified that his company contracted directly with the City of Chicago to do surveying projects. Tra. vol. 3: p. 518:5-10. Totemeier further testified that contracts with the Illinois Department of Transportation and Illinois Tollway were with the contractor and not the public body itself. *Id.* at p.518:14-23. Another witness, James Abbitt, testified that he can be hired by contractors as well as by public bodies. Tra. vol. 1: p. 195:19-24. The record therefore contains evidence that survey work can be done pursuant to contracts directly with public bodies and with contractors or subcontractors. Therefore, the inquiry is one that requires a case by case analysis.

For the reasons stated above, I affirm ALJ Haggerty's finding that survey workers can be hired by public bodies as well as contractors or subcontractor and therefore, requiring a case by case determination.

d. Illinois Procurement Code, the Architectural, Engineering and Land Surveying Qualifications Based Section Act and the Illinois Professional Land Surveyor Act of 1989

The Coalition took exception with ALJ Haggerty's finding that the IPA, the QBSA and the Illinois Professional Land Surveyor Act of 1989 ("IPLSA") did not preclude a finding that survey workers were covered under the PWA.

The IPC, IPLSA, QBSA do not exempt surveyor work from the PWA. Even if they contain certain definitions, the Illinois Appellate Court has recognized limitations "in importing definitions from other statutes, since the context in which a term is used obviously bears upon its intended meaning." *Ill. Dep't of Labor v. E.R.H. Enterprises, Inc.*, 2013 IL 115106, par. 29.

Using the established principle of context for purposes of determining the intended meaning, a review of the IPC indicates that the law's purpose is solely to govern contracting requirements for state agencies. The IPC places certain requirements on state agencies when they have a contract out for bidding. The IPC requires that contractors selected for construction contracts adhere to the PWA. *See* 30 ILCS 500/30-22. The IPC further discusses the QBSA by requiring that construction-related professional services contracts be awarded pursuant to the QBSA. *See* 30 ILCS 500/30-15. However, at no point does the IPC exempt construction contracts for professional services from prevailing wage requirements. Such an intent cannot be read either since the IPC contains an exceptions section that only references federally funded projects. *See* 30 ILCS 500/30-22. The context of the IPC therefore 1) regulates the bidding process on agency contracts and 2) requires that construction contracts for professional services to go through the bidding process outlined by the QBSA.

The QBSA provides for the bidding process state agencies must go through when seeking to contract for architectural, engineering and land surveying services. *See* 30 ICLS 535/1 *et seq.*

The QBSA however, does not exempt prevailing wage requirements. Finally, the IPLSA governs the process by which land surveyors are licensed and regulated by the state. 225 ILCS 300/1 *et seq.* Nothing in the IPLSA addresses the payment of wages or references the PWA.

The Acts raised by the Coalition therefore, provide distinct obligations that do not conflict with the PWA nor can they be read to limit the PWA.

For the reasons stated above, I affirm ALJ Haggerty's ruling that the IPC, QBSA and the IPLSA do not preclude the creation of a surveyor classification.

e. Statewide Survey Classification

The Coalition took exception with ALJ Haggerty's finding that survey worker and survey foreman classifications involve work that is performed state-wide because the Operators Local 150 only have coverage in 24 northern counties.

Section 4 of the PWA states in relevant part "The party requesting a consolidated investigatory hearing...that there is no existing prevailing wage classification for the particular craft or type of worker *in any of the localities under consideration.*" (emphasis added), 820 ILCS 130/4(m). The Act further states in relevant part, "...any person affected thereby may object..." and that "...or any interested objectors may thereafter introduce such evidence as is material to the issue." *Id.* at 820 ILCS 130/9. The PWA therefore allows for petitioners or interested objectors to present forth evidence on matters where they are affected. For purposes of creating a new classification "localities under consideration" must mean those localities where the petitioners or interested objectors are "affected".

Here, Local 150 has jurisdiction in the following counties: Jo Davies, Stevenson, Winnebago, Boone, McHenry, Lake, Carroll, Ogle, DeKalb, Lee, Whiteside, Rock Island, Mercer, Henry, Putnam, LaSalle, Livingston, Grundy, Kankakee, Kendall, Will, DuPage, Kane

and Cook. Tra. vol. 4: p. 797: 13-24, 798: 1-12. The Technical Engineers Local 130, who properly intervened as interested parties and put testimony before the hearing have jurisdiction in the following counties: Cook, Lake, DuPage, Will, Gundy, Kane, DeKalb, McHenry, Iroquois, Kankakee, Kendall, LaSalle, Livingston, Marshall, Putnam, and Woodford. Tra. v.4: p. 844:15-21. The Laborers, who properly intervened as interested parties and put testimony before the hearing have statewide jurisdiction. *See* Tra. v. 5: p. 975: 23-24, p. 976: 1-9; *see also* Tra. v. 5: p. 964: 8-13.

The proper scope of the classification is determined by the jurisdictions of those affected parties. *See* 820 ILCS 130/9. The record does not show that parties contested the participation of interveners as being parties not affected. Therefore, a statewide creation of the horizontal and vertical "survey worker" and "survey foreman" classification was proper.

For the reasons stated above, I affirm ALJ Haggerty's ruling creating statewide classifications.

f. Monuments

The coalition took exception with ALJ Haggerty's finding that monuments were on the physical site of employment.

The record contains testimony that supports a finding that monuments are located within the physical construction site and outside the physical worksite. *See* Tr. vol. 4: 879:5-24, p. 880:1-5. While the monument can be located within or outside the construction site, this factual finding is irrelevant to a finding that a new classification is proper. The record is clear that while a primary point(s) is the reference point (monument) and is needed in any project, the ongoing work related to construction layout and grade checking happens on the worksite.

For the reasons stated above, I reverse ALJ Haggerty's finding and instead, find that monuments can be found within and outside the physical worksite. However, I further find that such a finding is irrelevant to the analysis and does not have an impact in the creation of the "survey worker" and "survey foreman" classification creation.

g. Construction layout and grade checking occur at all stages of construction

The coalition took exception with ALJ Haggerty's finding that construction layout and grade checking is performed at all stages of the construction process. The record contains evidence that grade checking and construction layout happens at every stage. See Tra. vol. 3: p. 695:15-24. However, the survey work done at the predesign, design and land acquisition phase is not in dispute for purposes of the creation of new classifications.

For the reasons stated above, I affirm the ALJ Haggerty's finding that construction layout and grade checking occur at all stages of construction and clarify further that the classifications at issue do not cover survey work during the predesign, design and land acquisition phase.

III. Conclusion

For the foregoing, I affirm ALJ Haggerty's findings, except as specifically outlined above. I further order that a hearing take place to establish rates statewide for the classifications of "Survey worker" and "Survey foreman" as defined in ALJ Haggerty's June 12, 2015 order.

Date: October 12, 2022

Signature:



Jason Keller
Assistant Director
Illinois Department of Labor

**State of Illinois -Illinois Department of Labor
IDOL File No. 15-H-JN07-0853
Simrayh et al. v. IDOL-Survey Worker Hearing
Service List -October 2022**

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STATE OF ILLINOIS)
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COOK OF COUNTY)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I **Karen Lewis** non-attorney, affirm, certify or on oath state, that I served notice of the attached Assistant Director’s Interim Decision and Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Assistant Director’s Interim Decision and Order for **Case No, 15-H-JN07-0853** and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the Certificate of Service, having caused each envelope to be served by U.S. mail certified mail return receipt requested and regular mail with postage prepaid at 100 W. Randolph Street, Chicago, Illinois on the **13th** day of **October, 2022** prior to 4:30p.m. and Electronic Mail at the addresses on file with the Department.



/s/Karen Lewis, Office Specialist
Illinois Department of Labor



Notary Public

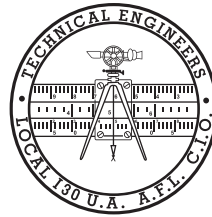


EXHIBIT E

TECHNICAL ENGINEERS AGREEMENT

between

MID-AMERICA REGIONAL BARGAINING ASSOCIATION
(MARBA)



and

TECHNICAL ENGINEERING DIVISION
LOCAL UNION 130, UA

TERM OF AGREEMENT

June 1, 2020 through May 31, 2025

TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, AFL-CIO

1340 W. Washington Blvd, Chicago, Illinois 60607

312-421-1010

TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, AFL-CIO

1340 W. Washington Blvd, Chicago, Illinois 60607

312-421-1010

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TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, AFL-CIO

1340 W. Washington Blvd, Chicago, Illinois 60607

312-421-1010

TECHNICAL ENGINEERING DIVISION LOCAL UNION 130, UA

Term of Agreement 6/1/2020– 5/31/2025

This Agreement is entered into effective June 1, 2020, by and between the MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA), for and on behalf of the present and future members of its member associations, together with such other Employers who become signatory to this Agreement (referred to herein as “Employer or Employers”) and the TECHNICAL ENGINEERING DIVISION LOCAL UNION 130, UA, AFL-CIO, under its jurisdiction in Cook, Lake, Will and DuPage Counties, Illinois (hereinafter referred to as the “Union”).

This Agreement shall be in full force and effect for five (5) years, from June 1, 2020 through May 31, 2025.

The Standard Agreement of the Construction Employers’ Association of Chicago, Inc., and the Chicago and Cook County Building and Construction Trades Council, is hereby made a part of this Agreement. Should an impasse occur between the Union and the Association in future negotiations of this contract, the impasse will be resolved by the Joint Conference Board as called for in Article VIII of the Standard Agreement between the Construction Employers’ Association and the Chicago and Cook County Building and Construction Trades Council, readopted April 12, 1983.

ARTICLE I

SECTION 1. The Employer has the exclusive right to hire employees without regard to their membership or lack of membership in the Union. If the Employer so desires, he may request the Union to inform workers that the Employer has jobs available, but the employment or rejection of such worker shall be the Employers’ prerogative. The Union, when so requested, may inform workers that the Employer has jobs available, and if it does inform such workers, it shall be done without regard to their membership or their lack of Union membership. However, employees must get a Referral Slip from the Union Office when changing jobs to present to the new Employer before starting to work. The purpose of this is to protect the member’s wages and rights under the Pension and Welfare Plans. In issuance of referral slips there will be no discrimination on the basis of race, creed, color, national origin, sex or age.

Should any question arise concerning the compliance of any provision of this Agreement with any federal, state, or local government laws or regulations relating to equal employment opportunity, the parties shall meet upon reasonable notice to consider the necessity of amendment of this Agreement by mutual assent.

SECTION 2. It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the date on which

TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, AFL-CIO

1340 W. Washington Blvd, Chicago, Illinois 60607

312-421-1010

this Agreement is signed shall remain members in good standing and those who are not members on the date on which this Agreement is signed, shall, on the seventh day following the date on which this Agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is effective, shall, on the seventh day following the beginning of such employment become and remain members in good standing in the Union.

It is further understood and agreed that no Employer shall discriminate against any employee; refuse him employment or refuse to continue him in employment of non-membership in the Union, if the Employer has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally available to other members, or if the Employer has reasonable grounds for believing that membership in the Union was denied or terminated for reasons other than the failure of the employee to tender the normal dues and the initiation fees uniformly required, as a condition of acquiring or retaining membership.

SECTION 3.

(a) MANAGEMENT PERSONNEL AND TRAINEES The Union recognizes that surveying instruments and tools may be used by executive, administrative, and supervisory personnel, as defined in title 29, Section 213 U.S.C.A. and the Regulations promulgated with relation thereto, and management trainees as hereinafter defined.

(b) A management trainee is defined as a permanent employee who, because of education, background, leadership ability or special talents, is accepted into a company management development program, one phase of which is line and grade work. Management trainees employed in a company management development program will be registered with the Chicagoland Associated General Contractors (CAGC). Upon notification from the Chicagoland Associated General Contractors (CAGC) of said registry, the Union will forward to the Employer, at no charge to the trainee or Employer, a temporary working card which shall remain in effect one year from the date of issuance; such temporary working card shall be renewable for a period of one (1) additional year. The trainee must carry the temporary working card with him, and upon request, this card must be shown. The Union agrees that it will not interfere with the customs and practices in these categories of the building and construction industry. However, the Union has the right to reopen this Agreement at the appropriate time, in respect to this section of the Agreement. Also the Union has the right to the Arbitration Procedure when it feels this section of the Agreement is being abused.

SECTION 4. The Union agrees that it will not interfere with the existing practices and customs of other Unions affiliated with the AFL-CIO.

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SECTION 5. SUBCONTRACTING If an Employer bound by this agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration or repair of a building, structure or other work, as described in Appendix A of this Agreement, to any other person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound by all 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 payment to the Pension Fund - Technical Engineering Division, Local 130, UA The Plumbers' Welfare. Local 130, UA, and to the Trust Fund for Education, Technical Engineering Division, Local 130, UA, as provided for in this Agreement. These provisions shall not apply to any Employer who subcontracts to another Union Employer. Nothing in this Article shall make the Employer liable or responsible for any Union subcontractor's payment of wages or fringe benefit contributions.

SECTION 6. OTHER EMPLOYERS In no event shall an Employer be required to pay higher wage rates or be subject to more unfavorable contract terms, practices or work rules than those extended by the Union to any other Employer within the Counties of Cook, DuPage, Lake and Will County, Illinois. This clause shall not cover work performed by land surveyors.

It is understood and agreed that nothing in this Agreement in any way affects the right of the Union to enter into any agreement it so desires with any other Employer or group of Employers or to fulfill its bargaining obligations with any other Employer without in any manner being restricted by the terms and conditions set forth in this Agreement.

ARTICLE II

WORKING RULES

SECTION 1. DURATION This Agreement shall remain in full force and effect until 12:00 Midnight, May 31, 2025, except as hereinafter provided.

SECTION 2. HOURS, SHIFT WORK, AND OVERTIME PAY:
All work time shall be paid in the following manner.

(a) Single Shift: Normal working hours shall be 8:00 AM to 4:30 PM on Monday, Tuesday, Wednesday, Thursday, and Friday, with half-hour lunch period, between the hours of 11:30 AM and 1:30 PM each day, making a forty (40) hour week, straight time. At the Employer's option, the starting and quitting time specified may be varied by starting, not earlier than 6:30 AM, with an appropriate earlier quitting time, but any such deviation of the established starting and quitting time, as previously herein defined, must be reported to the Union; such variation shall be considered normal working hours.

Deviations in the above working hours may be made in special instances. However, these special jobs must not exceed five (5) consecutive days and shall have prior approval of the Union.

(b) Multiple Shift Work: When two or more shifts are employed for a period of more than five (5) consecutive days, the shift employed between the hours of 8:00 AM to 4:30 PM shall receive the regular rate of pay and shall be identified as the day shift. All other shifts outside of the day shift shall receive for hours worked, in addition to the regular rate of pay, premium pay equal to fifteen (15%) percent of the regular rate, which shall be identified as shift premium rate.

(c) Overtime Work: All time worked on any shift, outside the regular starting and quitting time for the shift, shall be considered overtime and be paid for at the rate of time and one-half, except work done between midnight Saturday and midnight Sunday, and on all legal holidays, as defined in this Agreement, shall be paid for at the rate of double time.

All members of the Union working on jobs that extend into or call for overtime shall be given the preference.

SECTION 3. HOLIDAYS New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days on which they are legally celebrated, shall be recognized as legal holidays, within the meaning of this Agreement and any work required to be done on such legal holidays shall be paid for hours worked at the double time rate.

SECTION 4. Any employees reporting for work upon order of any Employer, who is party to this Agreement, and not put to work for any reason except weather conditions, fire or accident or other unavoidable cause, shall receive two (2) hours pay (straight time) for the time lost.

SECTION 5. Nothing in this Agreement shall be construed to require the employment of more persons than in the opinion of the Employer are necessary to perform the work and during the work day each man shall do as many of the operations set forth in his classification as he can practically perform.

SECTION 6. All tools, other than six (6) foot engineer’s rule and plumb bob, shall be furnished by Employer.

ARTICLE III

BRANCHES OF WORK AND CLASSIFICATIONS

Refer to Appendix A.

ARTICLE IV

SECTION 1. HIRING PROCEDURE – FOREMAN AND GENERAL FOREMAN

The Employer agrees that the first man to be hired from this Union on any project shall be a Layout Technician. Instrument Man, Rodman, or Apprentice’s shall then be hired as needed. The fourth man hired shall be a Layout Technician. When the sixth man is hired, one of the previously hired Layout Technicians shall be designated as Layout Technician Foreman. This hiring procedure shall be repeated upon the hiring of additional men. When the fifteenth man is hired one of the previously hired Layout Technicians shall be designated as Layout Technician General Foreman, and shall supervise all other Foremen and Technical Engineers. See Appendix A for duties of the General Foreman.

SECTION 2. SCHEDULE OF HOURLY WAGES

Refer to Appendix B.

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WELFARE, PENSION AND TECHNICAL ENGINEERS EDUCATION FUNDS

Effective **June 1, 2020**, the Employer shall contribute to the Plumbers' Welfare Fund, Local 130, UA the sum of sixteen dollars and fourteen cents (\$16.14) per hour worked for each Employee and supervisor covered by this Agreement, and shall contribute to the Pension Fund-Technical Engineering Division, Local 130 UA the sum of thirteen dollars (\$13.00) per hour worked for each Employee and supervisor covered by this Agreement, and shall contribute to the **Technical Engineers Education Fund**, the sum of one dollar and thirty seven cents (\$.1.37) per hour worked for each Employee and supervisor covered by this Agreement plus such additional amounts to the above Funds, as the Union may allocate each contract year in its sole discretion from its June 1, 2020, June 1, 2021 June 1, 2022, June 1, 2023 and June 1, 2024 total economic increase package.

The Welfare Fund contribution for Tech Trainee II, 1st year 1st six month Apprentices, 1st year 2nd month Apprentices, 2nd year Apprentices and 3rd year Apprentices will be lowered by \$5.00 per hour less than the then current Journeyman Welfare Fund contribution rate. See Appendix B.

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

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

A grace period of fifteen (15) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to a minimum of eight percent (8%) per annum or prime plus three percent (3%), whichever is higher and liquidated damages in the amount of eight percent (8%) on the cumulative outstanding balance due, which interest and damages are additional contributions. The delinquent Employer shall also be responsible for any employee's claim for Welfare benefits arising during the period of such delinquency, which amounts are additional contributions.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process, including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the trustees become legally bound to pay, including recovery of liquidated damages, audit costs, filing fees, and any other expenses incurred by the Trustees.

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The Trustees of the aforementioned Welfare, Pension and **Technical Engineers Education** Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement.

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

For the purpose of the next preceding paragraph only, a supervisor shall be a person (other than sole proprietor or partner in an Employer) employed by an Employer who is a supervisor as defined in the Labor Management Relations Act, as amended, and (a) who was formerly a bargaining unit employee on whose behalf contributions were made into the Funds described in the next preceding paragraph; or (b) who is a member of the Union.

VOLUNTARY SAVINGS PLAN Removed

The Voluntary Savings Plan is hereby deemed to be deleted. The Union agrees to indemnify and hold harmless the Employers from any claims or losses incurred in relation to the elimination of the Voluntary Savings Plan during the period of June 1, 2020 through (end of contract)

1. EFFECTIVE August 1, 2014, all references in this Agreement to the 401 (K) Plan shall be deemed to be deleted.

DUES DEDUCTION The Employer agrees that each payroll period it will deduct the working dues owed to the Union for said payroll period from the wages of employees who are covered by this Agreement and who have authorized such deductions, by any authorization which is in accord with applicable law. The Employer shall remit to the Union the amount so deducted at the same time and accompanying the Savings Plan deduction and contributions to the Pension Fund, Welfare Fund, Education Fund, and MARBA Industry Advancement Fund (MIAF) but by separate check and with the report of hours.

SECTION 3.

(a) **PAYMENT OF WAGES** At the option of the Employer, wages shall be payable in the United States currency or by check. Failure on the part of the Employer to have sufficient funds in the bank to meet paychecks issued to employees covered by this Agreement, shall deprive such Employer henceforth from the right to pay by check and such Employer shall pay a sum equal to not less than the expense incurred in collection of the amounts due because of insufficient funds to meet checks so issued.

(b) The employees covered by the provisions of this Agreement shall accept and demand the wages stipulated in this Agreement under all circumstances and the Employer agrees that no employee shall receive less than the wage rates herein stipulated.

(c) 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 an Arbitration Board, chosen as is hereinafter provided, 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 the entire costs of the arbitration proceedings.

SECTION 4. PAY DAY It is agreed that the employees covered by the provisions of this Agreement shall be paid before quitting time on Wednesday of each week, except when the regular pay day is a legal holiday, in which case they shall be paid on the day before such holiday at quitting time.

Wages are to be paid up to and including 8:00 AM of the Monday preceding pay day. A worker quitting of his own accord shall be paid on the next regular pay day. A worker discharged or laid off shall be paid in cash or check on the job at the time he is laid off or shall be given a time check calling for two (2) additional hours to cover traveling time to be added to the amount to be paid the worker upon presentation at the office of the Employer. If the worker is not paid promptly upon arrival at the Employer's office and is required to remain there during working hours, he shall be paid for waiting time, Sundays and Holidays excepted.

SECTION 5. Intentionally Left Blank

SECTION 6. BOND REQUIREMENT. Each Employer shall be required to obtain, maintain in full force and effect and keep on file with the Union a bond to secure all wages and fringe benefits in accordance with Appendix "B", required of the Employer by this Agreement pursuant to the following schedule:

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Number of Employees	Amount of Bond
0 to 5	\$10,000
6 to 15	\$20,000
16 to 29	\$30,000
Over 30	\$50,000

The Employer's average number of employees covered by this Agreement during the preceding three (3) months shall be used to determine the number of employees for purposes of computing the amount of the bond. If an Employer is required to furnish a larger bond, the Union shall notify the Employer in writing of said matter and the Employer shall provide the larger bond within thirty (30) days after it receives said written notification from the Union.

Each Employer will obtain the bond required by this Section with a minimum rating of B+ according to the Best or Moody rating service. The rate or cost of the required bond will be determined by such broker, but in no case will the cost be more than that quoted by another broker for a comparable bond. If any bond provided by an Employer does not meet these requirements, the Union shall notify the Employer in writing of said matter and the Employer shall provide a bond that meets these requirements within thirty (30) days after it receives said written notification from the Union.

In lieu of such bond, the Employer may obtain a bank letter of credit to secure such obligations in such forms and on such terms as determined by the Union. This letter of credit shall be held in the Union's possession.

In the event of an Employer's failure to secure the required bond or Letter of Credit, an authorized agent of the Employer must sign an agreement to be jointly and severally liable along with the company for all wages and fringe benefits that become due. In the event of an Employer's failure to comply with the obligations imposed by this Section, the Union shall have the right to withdraw its members from the employ of, to picket and/or to use other lawful economic means against such Employer in order to compel compliance herewith. Such withdrawal of employees, picketing or other lawful economic actions shall not be considered a violation of this Agreement on the part of the Union and shall not be subject to arbitration. In no event will members of the Union be permitted to work for an Employer who does not fulfill the requirements and obligations set forth in this Section.

Further, an Employer who fails to comply with the obligation imposed by this Section shall also be liable to the employees, Union, Trust Funds and other entities, as the case may be, for the payment of liquidated damages in the amount(s) equal to the monetary obligation(s) due and owing them or any of them which the bond or letter of credit required by this Section are designed to secure. The Joint Arbitration Board shall have the power to award such liquidated damages in any proceeding before it which involves a violation of this Section, and such

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liquidated damages shall be in addition to any and all remedies available for violations of any other provision of this Agreement or under any laws of the state of Illinois or the United States.

ARTICLE V

ARBITRATION

SECTION 1. Any dispute, difference, disagreement, or controversy of any nature or character, between the Union and the Employer, which has not been satisfactorily adjusted within fifteen (15) working days after the initiation of conference between representatives of the Union and the Employer, shall be promptly referred by either party to a Board of Arbitration.

SECTION 2. The Board of Arbitration shall consist of three men; one selected by the Employer and one by the Union; and if the two selected shall be able to agree, they shall choose a third man, whose compensation shall be agreed upon in advance and shall be paid in equal amounts by the Employer and the Union. If the arbitrators selected by the Employer and the Union are unable to agree on the third member of the Board of Arbitration within fifteen (15) days, the selection of such third member shall be referred to the senior judge of the United States District Court for the Northern District of Illinois, Eastern Division, at Chicago, and his nominee shall be the third arbitrator. The decision of the majority of the Board of Arbitration shall be final and binding upon the Employer and the employees involved and upon the Employer and the Union.

SECTION 3. Upon conclusive proof to the Arbitration Board chosen, as is herein before provided, that the Employer in this trade is guilty of paying less than the wage stipulated, it shall be cause for the rescission of this Agreement as to such Employer and shall give the Union the right to strike against said individual Employer.

SECTION 4. The decision of the Arbitration Board shall be final and binding upon the Employer, the Union, and the employees, and may be enforced in any court of competent jurisdiction.

SECTION 5. A purpose of this Agreement and its working rules is to secure stable and equitable conditions in the construction industry of this area.

SECTION 6. There shall be no strikes, work stoppages, or lockouts during the term of this Agreement, except that the Union may withdraw employees represented by it from the employ of an Employer for non-payment of wages, deductions and contributions required by the terms of this Agreement.

ARTICLE VI

TRAINING PROGRAM

SECTION 1. The Union and the Employer agree to establish a Joint Committee for the purpose of formulating and establishing a Training Program for the work covered by this Agreement.

SECTION 2.

NON MEMBER – SUMMER ENGINEERING STUDENT HIRING PROCEDURE – WORK LIMITATION – WAGE RATE

The Employer when hiring any summer engineering student for his job must first make a written request to the Business Manager of Local Union 130, UA on his firm's letterhead.

When the written request is presented, in person, to the Business Manager of Local Union 130, will then issue temporary working credentials to the summer engineering student. These temporary working credentials will be good for working only between May 15th and through September 15th of the year issued.

The Employer also agrees that before any summer engineering student is employed by him, on any given job, that this job must have no less than two (2) Local Union Technical Engineers employed - one a layout technician or better and one instrument man or better. It is also agreed if the same job requires more than eight (8) Local Union 130 Technical Engineers to do this work, the ninth (9th) employee the Employer hires may again be a summer engineering student and so on for each sixth (6th) engineering employee required thereafter on the same job. When cutting back the number of engineers required, on the same job, the above hiring procedure shall be applied in reverse form.

The hourly wage rate for summer engineering students shall be minimum wage for State of Illinois, plus welfare and pension benefits.

SECTION 3: CONTINUING EDUCATION

Beginning June 1, 2021, for each year of this agreement, once per year, June 1 through May 31, Journeyman will be required to attend what is commonly known as a continuing education class provided and paid by the Technical Engineers' Education Fund. The continuing education class shall be scheduled by the Apprentice Coordinator but shall provide a minimum of four (4) hours of class time per day. The Employer will not be responsible for payments of the Journeyman's wage package for any hours spent for this class. The Technical Engineers' Education Fund may, to the extent possible, provide a stipend to the Journeyman who take such class in an amount to be determined by the Technical Engineers' Education Fund Trustees. It will be at the Employer's discretion to work the member pending completion of the yearly continuing education class.

ARTICLE VII

SECTION 1. Each Employer shall contribute four cents (\$0.04) for each hour worked for the Employer by those of his/her employees covered by this Agreement to the MARBA Industry Advancement Fund or such other fund as MARBA in its sole discretion may direct at any time during the term of this Agreement.

SECTION 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund as well as any amendments thereto and agrees to be bound by all actions taken by the trustees of said Industry Fund pursuant to said Agreement and Declaration of Trust and amendments thereto.

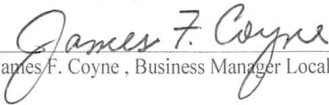
ARTICLE VIII

This Agreement is effective as of June 1, 2020 and shall remain in full force and effect until May 31, 2025 inclusive and thereafter for successive yearly periods, unless at least ninety (90) days prior to the expiration of the initial period or any yearly period thereafter, either party hereto shall give notice to the other of its intention to modify or terminate the Agreement.

BY: MID-AMERICA REGIONAL BARGAINING ASSOCIATION

Signature 
Seth Gudeman, MARBA Chairman

BY: TECHNICAL ENGINEERING DIVISION
LOCAL UNION 130, UA, AFL-CIO

Signature 
James F. Coyne, Business Manager Local 130 UA

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ALCOHOL AND DRUG PROGRAM ADDENDUM

This ALCOHOL AND DRUG PROGRAM ADDENDUM is entered into effective June 1, 1992, by and between the Builders Association of Greater Chicago, Inc., for and on behalf of the Association (referred to herein as the “Association”) and those members of the Association who have delegated to the Association the authority to negotiate an agreement on their behalf with the Union and such future members of the Association who delegate to the Association the authority to negotiate an agreement on their behalf with the Union by the Mid-America Regional Bargaining Association, their Collective Bargaining Representative, together with such other Employers who become signatory to this Agreement (referred to herein as “Employer” or “Employers”) and the Technical Engineering Division Local Union 130, UA, AFL-CIO, under its jurisdiction in Cook, Lake and DuPage Counties, Illinois (referred to herein as the “Union”) for the purpose of supplementing the parties current collective bargaining agreement having a term of June 1, 2020 through May 31, 2025 hereinafter referred to as the “Agreement”).

WITNESSETH :

WHEREAS, the Employer and Union believe that alcohol and drug use by employees covered under the parties’ Agreement endanger the safety and health of such employees, their co-workers, other trades people and the public generally; and

WHEREAS, the Employer and Union are committed to the principle of an alcohol and drug free work place and to the establishment of fair, appropriate, practical and effective rules and procedures for maintaining same; and

WHEREAS, after negotiation, the Employer and Union have reached agreement as to such rules and procedures;

NOW, THEREFORE, the Employer and the Union hereby agree as follows:

I. POLICY STATEMENT

The Employer recognizes the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer has a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to

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establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees.

Therefore, all employees covered by this policy must abide by the provisions set forth in this policy as a condition of employment with the Employer. Any employee who has been convicted of any criminal drug offense which was committed on company premises must notify management within five (5) days of said convictions.

II. DEFINITIONS

- A. Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, equipment, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites are included.
- B. Prohibited Items and Substances - Prohibited substances include illegal drugs including controlled substances, look alike drugs, and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on company premises..
- C. Employee - Individuals who perform work for the Employer and are covered by this agreement.
- D. Accident - An event resulting in injury to any person or any property to which an 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 any person or any property.
- F. Reasonable Cause - Reasonable cause will be found where a change in the employee's behavior or job performance is observed. Such change may be characterized by the following indicators: excessive tardiness, excessive absenteeism, or erratic behavior including, but not limited to, noticeable imbalance, incoherence and disorientation.

III. CONFIDENTIALITY

- A. The Employer has only the interests of its employees in mind, therefore, encourages any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with that problem. An employee assistance program will provide guidance and direction for him/her during the recovery period. If the employee volunteers for help, the company will make every reasonable effort to return him/her to work upon recovery. The company will also

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take action to assure that a substance abuse problem is handled in a confidential manner. However, voluntary requests for assistance will not in any manner preclude the Employer from taking any disciplinary actions for the violation of this policy.

- B. All information obtained or collected from the use of this policy will be maintained in separate, confidential medical files.
- C. All actions taken under this policy and program will be confidential and disclosed only to those with a “need to know.”
- D. 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.
- E. Unless as initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- F. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

IV. RULES AND DISCIPLINARY ACTION

1. Rules

All employees must report to work in a physical and/or mental condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- a. Use, manufacture, possess, dispense or receive prohibited items and/or substances on or at the company premises; or
- b. Report to the company premises with any measurable amount of prohibited items and/or substances in their system.

2. Discipline

When the company had reasonable cause to believe an employee is under the influence of prohibited items and/or substances, the employee may be suspended until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases:

- a. Applicants testing positive for prohibited items or substances use will not be hired.
- b. Employees who have not voluntarily come forward, and who test positive for prohibited items or substances use, will be terminated.
- c. Employees who refuse to cooperate with testing procedures will be terminated.
- d. Employees found in possession of prohibited items or substances while on company premises will be terminated.

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- e. Employees found using, selling, manufacturing, receiving, or distributing prohibited items or substances while on company premises will be terminated.
- f. Employees who test positive for prohibited items or substances while on company premises, or while operating any company vehicle, will be subject to termination.
- g. Employees who violate the Prescription Drugs section of this policy will face disciplinary action up to and including termination.

3. Prescription Drugs

Employees using any prescribed medication must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with them and their physician to determine if a reassignment of duties is necessary. The company will attempt to accommodate the employee's needs by making an appropriate re-assignment. However, if a re-assignment is not possible, the employee will be placed on temporary unpaid medical leave until released as fit for duty by the prescribing physician.

V. DRUG/ALCOHOL TESTING

The parties of 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 operation of this policy and program, it may be necessary to require testing under the following conditions:

- A. A pre-employment drug and alcohol test will be administered to all applicants who have been made a confidential offer of employment. The applicant must sign a consent form and submit to the drug and alcohol testing process set forth in this policy. Any refusal to do so shall be considered a voluntary withdrawal of the applicant's application for employment.
- B. A test will 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 company premises, of a prohibited item or substance or has violated his drug policy. During the process of establishing reasonable cause for testing, the employee will be provided with an opportunity to explain his/her conduct to the supervisor.
- C. Testing will be required if an employee is involved in a workplace accident or incident of if there is a workplace injury;
- D. Testing will be required as a part of a follow-up counseling or rehabilitation for substance abuse, for up to one (1) year period;

E. Employees will also be tested on a voluntary basis.

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 and/or alcohol testing will be conducted by an independent laboratory accredited by the 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 cost of all testing procedures.

VI. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug and/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 a one-time unpaid leave of absence for purposes of participating 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. For the purposes of this policy, the term former employment status will mean a position which is comparable to the employee's previous position before the unpaid leave of absence for participation in the treatment program.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug and alcohol tests without reasonable cause for a period of one year. A positive test will then result in the termination of employment.

VII. CONTINUING APPLICABILITY OF AREA AGREEMENT

This Addendum is specifically incorporated in and made part of the Agreement as though set forth in full therein. Each and all of the provisions of the Agreement shall continue in full force and effect for the duration of said Agreement, except where specifically superseded by the express terms of this Addendum.

APPENDIX A
OCCUPATIONAL JURISDICTION AND
BRANCHES OF WORK CLASSIFICATIONS

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of this union performing all work operations representative for all members of this union performing all work operations and undertakings directly involved and incidental to the construction, reconstruction, repair, renovation, erection, modification of and additions to buildings and industrial projects, as well as the placing of common control lines and grades as required for the use by the multiple craft tradesman for the installation of public and private works. This includes but is not limited to preliminary, construction, and control surveys. Examples of this work include but are not limited to the following:

- A. drainage, sewerage and water treatment plants,
- B. pump stations,
- C. lift stations,
- D. gas transmission and service lines,
- E. subways and tunnels,
- F. underground storage tanks,
- G. machinery, process lines and equipment,
- H. utilities,
- I. structural elements (e.g. columns, caissons, foundation pilings, etc.),
- J. roads, streets, highways,
- K. curbs, sidewalks, gutters and parking areas,
- L. site preparation/grading.

Pre-construction surveying of existing conditions for design purposes for related work is not covered by this agreement.

It will not be considered a violation of this agreement for property lines, design surveys, and special surveys* to be performed under the supervision (as defined by the state) of a Licensed Professional. Pre-construction surveying of existing conditions solely for design purposes for related work is not covered by this agreement.

***Special surveys are defined as surveys to determine and certify perimeter foundation locations of the building for financial considerations, or surveys to resolve a dispute assessing financial liability. Perimeter locations of foundations are not to include columns, caissons, anchor bolts, pilings, etc.**

TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, AFL-CIO

1340 W. Washington Blvd, Chicago, Illinois 60607

312-421-1010

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of this Union performing jurisdictional work in the job classifications set for below. The Union recognizes each Association as the sole and exclusive bargaining representative for all of its members performing jurisdictional work in the job classifications set forth below.

The branches of work and classifications covered by this Agreement are:

1. Engineering and Layout Technician (General Foreman)

Shall supervise 14 or more employees on a project and be qualified to perform work of Apprentices, Rodman, Instrument Man and Layout Technician Journeyman, as outlined in number 3 of this section. The selection of the General Foreman will be at the sole discretion of the Employer, and the General Foreman shall be a working Foreman.

2. Engineering and Layout Technician (Journeyman)

Shall be a working Foreman qualified to perform the work of Rodmen, Instrument Men and Layout Technicians. The selection for the Foreman will be at the sole discretion of the Employer.

3. Engineering and Layout Technician (Journeyman)

Shall perform the tasks of establishing, measuring and setting control and/or baselines and subsequently utilizing the same to lay out property lines, building lines, utilities, columns, elevations, and all other integral parts of the project. He shall set up and operate transit, level and related instruments; functionally direct Apprentices, Rodmen and Instrument Men; establish Lines and Grades, handle related computation problems; and shall functionally direct all tasks related to line and grade work, in particular, closing of level circuits; and perform other related duties as assigned.

4. Instrument Man

Shall set up and operate all required equipment, functionally direct Rodmen; handle related computation problems; and shall functionally assist in all tasks related to line and grade work, closing of level circuits, and perform other related duties as assigned.

5. Rodman

Shall care for instruments and tools; man tape and level rod; drive stakes, index, file and maintain line and grade data; mark and flag grade stakes; prepare and maintain control points, monuments, stations, turning points and bench marks on construction site, make simple field sketches and perform other related duties as assigned.

6. Apprentices

Shall work under the direction of a Journeyman Technical Engineer with the intent to become acquainted, familiar and competent in all facets of the Industry as laid out in the "Standards of Apprenticeship" sponsored by the Trust Fund for Education, Technical Engineering Division, Local 130, UA, AFL-CIO.

TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, AFL-CIO

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7. Technical Engineer Trainee - TT1, TT2. Upon written approval of the Union Business Manager, the Employer may hire on a temporary trial basis a Technical Engineer Trainee for a maximum period of 1 year.

After the Trainee's first three (3) months of employment, the Trainee shall make application to the earliest available class to the Technical Engineer JATC to become a first-year apprentice. The Trainee may apply to an earlier Apprentice class at the Trainee's option. All Trainees shall be required to meet all standards of entrance into the Technical Engineers Local 130 Apprentice Program.

The number of Technical Engineer Trainees in the employ of a signatory employer will be permitted at a rate of one (1) Technical Engineer Trainee per one (1) Apprentice currently employed. At no time can an Apprentice be laid off by an Employer still employing a Technical Engineer Trainee. If an Apprentice is not available, an Employer may hire a Technical Engineer Trainee only if the Union deems that no other qualified members are available or suitable for the position being requested.

0-6 Months – TT1

The wages paid to the Technical Engineer Trainee class (TT1) will be twenty-six percent of the current Building Trades Journeymen Technical Engineers rate at time of hire during months 0-6 of employment. During this six month probationary period there will be no Health and Welfare or Retirement contributions made on behalf of a TT1.

7-12 Months – TT2

Upon completion of probationary TT1 period, Wages and Benefit contributions shall be paid in accordance with Appendix B.

APPENDIX B

WAGE RATES AND FRINGE BENEFITS -EFFECTIVE JUNE 1, 2020 ILLINOIS

	WAGES	Welfare	Retiree Welfare	Pension	Education	Industry	Safety	Dues Check-off	Target Fund	Building Fund
Journeymen	\$ 49.10	\$ 13.89	\$ 2.25	\$ 13.00	\$ 1.37	\$ 0.04	\$ 0.01	\$ 1.72	\$ 0.55	\$ 0.25
Foremen	\$ 50.10	\$ 13.89	\$ 2.25	\$ 13.00	\$ 1.37	\$ 0.04	\$ 0.01	\$ 1.72	\$ 0.55	\$ 0.25
General Foremen	\$ 52.10	\$ 13.89	\$ 2.25	\$ 13.00	\$ 1.37	\$ 0.04	\$ 0.01	\$ 1.72	\$ 0.55	\$ 0.25
Instrument Man	\$ 41.20	\$ 13.89	\$ 2.25	\$ 13.00	\$ 1.37	\$ 0.04	\$ 0.01	\$ 1.44	\$ 0.55	\$ 0.25
Rodman	\$ 31.25	\$ 13.89	\$ 2.25	\$ 13.00	\$ 1.37	\$ 0.04	\$ 0.01	\$ 1.09	\$ 0.55	\$ 0.25
Apprentices										
1st Six Months	\$ 18.65	\$ 8.89	\$ 2.25	\$ 13.00	\$ 1.37	n/a	\$ 0.01	\$ 0.65	\$ 0.55	\$ 0.25
2nd Six Months	\$ 18.65	\$ 8.89	\$ 2.25	\$ 13.00	\$ 1.37	n/a	\$ 0.01	\$ 0.65	\$ 0.55	\$ 0.25
2nd Year	\$ 24.05	\$ 8.89	\$ 2.25	\$ 13.00	\$ 1.37	n/a	\$ 0.01	\$ 0.84	\$ 0.55	\$ 0.25
3rd Year	\$ 29.95	\$ 8.89	\$ 2.25	\$ 13.00	\$ 1.37	n/a	\$ 0.01	\$ 1.05	\$ 0.55	\$ 0.25
4th Year	\$ 36.35	\$ 13.89	\$ 2.25	\$ 13.00	\$ 1.37	\$ 0.04	\$ 0.01	\$ 1.27	\$ 0.55	\$ 0.25
5th Year	\$ 43.70	\$ 13.89	\$ 2.25	\$ 13.00	\$ 1.37	\$ 0.04	\$ 0.01	\$ 1.53	\$ 0.55	\$ 0.25
Trainee										
TT1 Trainee (0 - 6 months)	\$ 12.75	n/a	n/a	n/a	n/a	n/a	\$ 0.01	n/a	n/a	n/a
TT2 Trainee (7-12 months)	\$ 12.75	\$ 8.89	\$ 2.25	\$ 13.00	\$ 1.37	n/a	\$ 0.01	n/a	\$ 0.55	\$ 0.25
2020-2025 Economic Package										
6/1/2020-5/31/2021		\$1.94								
6/1/2021-5/31/2022		\$2.19								
6/1/2022-5/31/2023		\$2.66								
6/1/2023-5/31/2024		\$2.74								
6/1/2024-5/31/2025		\$3.05								
Total 5 Year Package		\$12.58								

These increases are to be allocated in a manner to be determined by the Chicago Journeymen Plumbers' Local Union 130, UA in its sole and exclusive discretion. Local 130 will timely notify each signatory Employer of its determination concerning the allocation.

TECHNICAL ENGINEERING DIVISION, LOCAL UNION 130, AFL-CIO

1340 W. Washington Blvd, Chicago, Illinois 60607

312-421-1010

**TECHNICAL ENGINEERING DIVISION
LOCAL UNION 130, UA**

EXHIBIT F

JUNE 1, 2021 TO MAY 31, 2026

BUILDING AGREEMENT

between the

**CHICAGOLAND ASSOCIATED
GENERAL CONTRACTORS**

**MASON CONTRACTORS' ASSOCIATION
OF GREATER CHICAGO**

GREAT LAKES CONSTRUCTION ASSOCIATION

Represented by the

**MID-AMERICA REGIONAL BARGAINING
ASSOCIATION**

and the

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

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JUNE 1, 2021 TO MAY 31, 2026

BUILDING AGREEMENT

between the

**CHICAGOLAND ASSOCIATED
GENERAL CONTRACTORS**

**MASON CONTRACTORS' ASSOCIATION
OF GREATER CHICAGO**

GREAT LAKES CONSTRUCTION ASSOCIATION

Represented by the

**MID-AMERICA REGIONAL BARGAINING
ASSOCIATION**

and the

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

TERM OF CONTRACT

This AGREEMENT entered into this 1st day of June, 2021, for Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone Counties by and between the CHICAGOLAND ASSOCIATED GENERAL CONTRACTORS, the MASON CONTRACTORS' ASSOCIATION OF GREATER CHICAGO, and the GREAT LAKES CONSTRUCTION ASSOCIATION represented by the MID-AMERICA REGIONAL BARGAINING ASSOCIATION, hereinafter referred to as EMPLOYER, and CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, for and on behalf of its affiliated local Unions, hereinafter referred to as the UNION, shall remain in full force and effect until 11:59 p.m. on May 31, 2026.

If either party wishes to modify this Agreement, it shall serve written notice by certified or registered mail, upon the other party not less than sixty days prior to May 31, 2026 of its intent to begin negotiations for a new Agreement. In the absence of the service of such notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration date, by and between the parties in area-wide bargaining, from year to year thereafter.

ARTICLE I EQUAL OPPORTUNITY

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 HOURS AND OVERTIME

Paragraph 1. A single shift, eight (8) hours per day, between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, shall constitute the normal workday 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.

On Saturdays, time and one-half will be paid for the first ten (10) hours worked and double time thereafter. On Sundays, all hours are to be paid at the rate of double time until the start of the Monday shift.

Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has

failed to comply with a JCG or arbitration award, or is in violation of JATC rules, in weeks that have designated holidays, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council's web portal.

Paragraph 2. 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.

Double time will be paid for all hours worked before 6:00 a.m. unless multiple shifts are working.

It is the Employer's responsibility to inform the Employee and obtain clearance from the Union of any change in starting time prior to quitting time the day before such change is to be effective.

Paragraph 3. 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 pm on the Friday preceding the make-up day, on a form provided by the Union, specifying the date and location of the make-up work to be performed and the employees so working. An Employer who violates this section shall pay as a penalty double time for all hours worked.

Paragraph 4. When one-night shift is used to perform emergency work which cannot be done during the normal work day, such work shall be paid for at time and one-half for the first eight (8) hours, and double time thereafter.

Paragraph 5. 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 (1) 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 the 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 in accordance with Paragraph 4 (Emergency Work).

An employee required to work through his or her eating period shall nevertheless work for at least 8.5 hours (inclusive of one half hour paid at time and one half).

ARTICLE III MULTIPLE SHIFTS

Paragraph 1. When it is necessary that the contractor use more than one shift for a period of three (3) or more consecutive days, the Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations.

Paragraph 2. On Multiple Shift arrangements, the work week shall start at 12 o'clock midnight Sunday, and

continue until 11:59 p.m. Friday. In no event shall the regular working hours of different shifts overlap.

Paragraph 3. When three (3) eight (8) hour shifts are used, the employees shall receive eight (8) hours' pay for seven and one-half (7½) hours worked; which shall include one-half (½) hour for eating within the (7½) hours.

It shall be a violation of this Agreement if an Employee does not receive eight (8) hours' pay. Employees who work seven and one-half (7½) hours on a shift without receiving one-half (½) hour lunch shall receive, in addition to the eight (8) hours' pay, one (1) hours' pay at time and one-half.

Paragraph 4. When two twelve (12) hour shifts are used, an eating period of one-half (½) hour shall be allowed within each shift without deductions in pay, and all time in excess of eight (8) hours shall be paid at the overtime rates, that is to say, the two and one-half (2½) hours immediately following the first eight (8) hours shall be paid for at the rate of time and one-half, and double time thereafter.

Employees who work one of two (2) twelve (12) hour shifts without receiving a one-half (½) hour lunch shall receive, in addition to the twelve (12) hours' pay as provided in this Section, one-half (½) hour pay at double time.

Paragraph 5. When two (2) eight (8) hour or two (2) ten (10) hour shifts are used, an eating period of one-half (½) hour shall be allowed, but not paid for, and all time in excess of eight (8) hours worked shall be paid at overtime rates (that is, two and one-half (2½) hours immediately following the first eight (8) hours shall be paid for at the rate of time and one-half, and double time thereafter).

Paragraph 6. On Saturday, other than single time shift, shift work shall start at 12:01 a.m. and the first eight (8) hours of each shift shall be paid for at the rate of time and one-half, and thereafter double time shall be paid; however, under no conditions shall more than eight (8) hours be worked at the rate of time and one-half on any one shift.

ARTICLE IV SUNDAYS, HOLIDAYS AND ELECTION DAYS

Paragraph 1. All work performed on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on Mondays when such holidays are celebrated, shall be paid for at the double time rate. There shall be no work performed on Labor Day, excepting in case of dire emergency, and with the written consent of the District Council. 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.

Paragraph 2. On Election Days, the individual employed in this trade shall be allowed time not to exceed two (2) hours, without pay, for the purpose of voting, provided that the worker on the job has given notice to the Employer or his agent and has made arrangements no less than twenty-four (24) hours in advance, to receive such time off.

Paragraph 3. When a holiday falls on Monday through Friday, make-up days on Saturday shall be paid at time and one-half for the first ten (10) hours and double time thereafter.

Paragraph 4. Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has failed to comply with a JGC or arbitration award, or is in violation of JATC rules, in weeks that have designated holidays, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council's web portal.

ARTICLE V UNION SECURITY

All new Employees shall be required to join the Union after the expiration of seven (7) days of employment or seven (7) days after the execution date of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

Good standing shall mean payment of the initiation fees and both 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 is signed, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement at the time it has been signed, and who are not members of the Union at that time shall be required to join the Union seven (7) days after the date of execution of this Agreement and remain members of the Union in good standing for the duration of this Agreement.

ARTICLE VI CHECK-OFF & DUES DEDUCTIONS

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

Paragraph 2. All Employers covered by this Agreement shall deduct from the gross payroll earnings of Employees covered by said contract, working dues in the amount designated by the Union and shall remit monthly

to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages. The Union shall give thirty (30) days' prior written notice to the Employer of any change in the rate of dues to be deducted and remitted.

Paragraph 3. It is the intention of the parties that such deductions shall comply with the requirements of Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written assignments from each Employee on whose account such deductions are made, which assignment shall not be revocable for a period of more than one (1) year, or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 4. The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this Article and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

Paragraph 5. Should any Employer fail to remit dues to the Union as required under this Agreement, the Employer shall be liable for and pay all costs of collection, including reasonable audit expenses and reasonable attorney fees and costs. The Union may file suit, or remove Employees that it represents, or both, for non-remittance or underpayment of dues by an Employer.

Paragraph 6. Effective June 1, 2022, the Employer shall submit monthly dues remittance reports to the Union through the District Council web portal.

ARTICLE VII SUBCONTRACTING

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

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

Paragraph 3. If an Employer, bound to this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall 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, Paragraphs 2-4 inclusive, and Article XV of this Agreement.

ARTICLE VIII WAGES

Paragraph 1. The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 2021 to and including May 31, 2026, shall be as set forth below for the respective following classifications as further defined herein.

The wage rates include a total economic increase of two dollars and forty-five cents (\$2.45) per hour effective June 1, 2021 to May 31, 2022, two dollars and fifty cents (2.50) per hour total economic increase effective June 1, 2022 to May 31, 2023, two dollars and fifty-five cents (\$2.55) per hour total economic increase effective June 1, 2023 to May 31, 2024, two dollars and sixty cents (\$2.60) per hour total economic increase effective June 1, 2024 to May 31, 2025, and two dollars and sixty-five cents (\$2.65) per hour total economic increase effective June 1, 2025 to May 21, 2026.

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.

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.

<u>CLASSIFICATION</u>	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>	<u>6/1/25</u>
Building Laborers	\$45.90	\$2.50*	\$2.55*	\$2.60*	\$2.65*
Fire Brick Work and Boiler Setter Laborers	46.225				
Jackhammerman (On Firebrick Work Only)	46.175				
Boiler Setter Plastic Laborers	46.35				
Chimney Laborers (Over 40 Feet)	46.00				
Chimney on Firebrick	46.25				
Scaffold Laborers	46.00				
Caisson Diggers	46.25				
Jackhammerman	46.125				
Power Driven Concrete Saws, Other Power Equipment	46.125				
Stone Derrickman and Handlers	46.10				
Fireproofing and Fire Shop Laborers	45.90				
Well Point System Men	46.25				
Pumps for Dewatering, other Unclassified Laborers	45.90				
Windlass and Capstan Person	46.05				
Cement Gun Nozzle Laborers (Gunite)	46.05				
Cement Gun Laborers	45.975				
Plaster Laborers	45.90				

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

Material Testing Laborer I

(Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt) . . . 35.90

Material Testing Laborer II

(Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.) 40.90

Apprentices (1st 6 months)	60% of base rate	.....	\$27.54
Apprentices (2nd 6 months)	70% of base rate	.....	\$32.13
Apprentices (3rd 6 months)	80% of base rate	.....	\$36.72
Apprentices (4th 6 months)	90% of base rate	.....	\$41.31
Apprentices (after 24 months)	100% of base rate	.....	\$45.90

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.

Paragraph 2A. WESTCHESTER HEALTH AND WELFARE. Employers that employ Employees who participate in the Health and Welfare Department of Construction and General Laborers’ District Council of Chicago and Vicinity may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of sixteen dollars and fifty-five cents

(\$16.55) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages herein stipulated. This sixteen dollars and fifty-five cents (\$16.55) 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, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article VIII, Paragraph 1).

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

Paragraph 2B. WESTCHESTER PENSION. Employers that employ Employees who participate in the Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of fourteen dollars and seventy-one cents (\$14.71) 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 fourteen dollars and seventy-one cents (\$14.71) 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, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 that on May 1

of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year (See Article VIII, Paragraph 1). 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 Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' Pension Fund, as well as any amendments thereto.

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

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

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

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

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

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

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

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of

the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

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

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

Paragraph 3A. FOX VALLEY HEALTH AND WELFARE. Employers that employ Employees who participate in the Fox Valley Laborers' Health and Welfare Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of fourteen dollars and thirty-six cents (\$14.36) per hour for each hour worked by all Employees

who are covered by this Agreement and participate in the Fox Valley Laborers' Health and Welfare Fund, in addition to the wages herein stipulated. This fourteen dollars and thirty-six cents (\$14.36) per hour shall be paid to the Fox Valley Laborers' Health and Welfare Fund or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 ; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article VIII, Paragraph 1).

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

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

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

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

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as provided herein, shall for the purposes of the remedies the Union may pursue, be deemed the same as the failure of

the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

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

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

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

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative,

whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

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

Paragraph 3B. FOX VALLEY PENSION FUND. Employers that employ Employees who participate in the Fox Valley and Vicinity Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of sixteen dollars and ninety cents (\$16.90) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley and Vicinity Laborers' Pension Fund, in addition to the wages and welfare payments herein stipulated. This sixteen dollars and ninety cents (\$16.90) per hour shall be paid to the Fox Valley and Vicinity Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article VIII, Paragraph 1). 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 Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley and Vicinity Laborers' Pension Fund, as well as any amendments thereto. The parties agree that the Employer shall make lump sum contributions to Employee fringe benefit accounts, administered by the Trustees on behalf of each Employee. It is further agreed that such contribution shall be accompanied by a breakdown of payment according to appropriate benefits.

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

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

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

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

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

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

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

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of

the examination, including but not limited to, audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 4. RECIPROCITY. 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.

Subject to the reciprocity provisions of this Article, contributions shall be remitted to the Fox Valley Laborers Health and Welfare Fund and Fox Valley and Vicinity Laborers Pension Fund for 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 XVII hereof, within the jurisdiction of Locals 582 or 1035 or any successor locals covering Kane, Kendall, McHenry or Boone Counties, Illinois.

The foregoing, however, is not intended to and shall not interfere with the practices, requirements or understandings developed under the Fox Valley Agreements concerning those employees who participate in the Westchester Funds, which practices, requirements or understandings shall remain in effect and undisturbed.

Paragraph 5. Section 415 Excess Benefit Fund. A Section 415 Excess Benefit Fund shall be established for the purpose of providing alternative benefit to any Employees of the Employer who become unable to receive the entire amount of the accrued pension benefits to which they would be entitled under one or more of the pension plans sponsored by their Employer because of limitations established by Section 415 of the Internal Revenue Code. The Employer may be required and directed by the Board of Trustees of the Excess Benefit

Fund to contribute a portion of its agreed-upon “pension” contribution to the Section 415 Excess Benefit Fund and shall not increase the Employer’s cost beyond the amount that the Employer is obligated to contribute to the Laborers’ Pension Fund and that the funding of the Section 415 Excess Benefit Fund shall be fully tax deductible to the Employer for Federal Income Tax purposes. The Employer hereby agrees that the Board of Trustees of any such Section 415 Excess Benefit Fund shall be authorized to determine each year the amount that will be contributed by the Employer and the amount to be credited to the account of any eligible retiree for payment in lieu of accrued benefits that would exceed the limits set by Section 415 of the Internal Revenue Code.

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

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

Paragraph 8. SUPERVISORS. To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraphs 2 and 3 of Article VIII of this Agreement only, the bargaining unit shall also include those persons in the employ of an Employer who are supervisors, as defined in the Labor Management Relations Act, as amended; and who at one time were Employee members of the bargaining unit herein on

whose behalf contributions were required to be made to the trust funds described in the aforesaid Paragraph 2 and 3 of Article VIII hereof.

Paragraph 9. 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.

Where out of town work requires an overnight stay, the Laborer shall receive paid lodging plus \$55 for meals and incidental expenses or the equivalent in accordance with an Employer's policy. Nothing herein shall restrict an Employer's ability to require compliance with its applicable travel related policies. This provision will take effect only for projects bid on or after June 1, 2021.

Paragraph 10. SPECIAL RULES FOR BONDING. An Employer that is owned or managed, in whole or part, by an individual who currently has or previously had in the last ten (10) years ownership or principal managerial responsibility for another contributing Employer that currently is or ceased doing business when delinquent to the Funds shall be required to post for the benefit of the Funds an additional cash bond or obtain a surety bond from a Fund-approved insurer in an amount equal to

twice the amount of the other contributing Employer's delinquency. This amount may be adjusted by the Benefit Fund Trustees for each individual Employer. This bond shall be in addition to and separate from the bond required elsewhere in this Agreement.

Paragraph 11. 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 IX
BONDING**

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

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

forty-one (41) or more Laborers, the surety bond shall be increased to \$45,000.

Paragraph 3. The Employer shall be required to obtain an appropriate bond upon contract execution, which bond may also be posted in cash. The trustees of the benefit funds, based on established guidelines or a contractor's payment history, shall have the discretion to adopt a policy that increases, reduces or eliminates the bonding requirements of this Article for those contractors the trustees deem appropriate for such increase, reduction or elimination. Should the Employer fail to comply with the provisions of this Article, the Union may withdraw its Employees or strike until such compliance occurs, and the Employer shall further be liable for all costs, including attorney's fees, incurred in enforcing these provisions.

Paragraph 4. The Employer shall give notice to the Union and the appropriate Fund Office in writing not later than ten (10) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

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

Paragraph 5. 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-day notice period.

ARTICLE X INDUSTRY FUND

Paragraph 1. 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 six cents (\$0.06) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

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 for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Laborers’ District Council Labor Management Cooperation Committee (“LDC/LMCC”), the amount of seventeen cents (\$0.17) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

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

Paragraph 2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund, as well as any amendments thereto, and

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

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

Paragraph 4. For the period June 1, 2021 to May 31, 2026, each Employer shall contribute one cent (\$0.01) per hour for each hour worked by his Employees who are covered by this Agreement to the Chicagoland Construction Safety Council, a not for profit corporation.

ARTICLE XI PARTICULAR WORK RULES AND CLARIFICATION OF CONDITIONS

Paragraph 1. (a) Building Laborers' scale shall apply to all work performed by the Laborers except as specifically classified.

(b) Boiler Setter Laborers. Will include all work of handling solid refractory materials and also fire brick work in boiler setting, open hearth, furnace, blast furnace, soaking pits, tanks, dust catchers, coke oven batteries, furnace chimneys and stacks, including cleanup work on the above services.

(c) Boiler Setter Plastic Laborers. Applies to work of actually installing plastic, in connection with the boiler work or other non-solid refractory materials. Mortar mixers, lancers, burners, etc., plus all work from point of forty (40) feet above normal ground level in fire brick work and Boiler Setters Laborers' Classifications.

Minimum safety measures for Boiler Setters are that all scaffolding, in and around blast furnaces and hot stoves, etc., shall not exceed five (5) feet per landing and be constructed of solid-type materials, except the large cable-type used in blast furnaces, and at least every fourth scaffold shall be left in place to serve as a safety scaffold with ladders extending to safe distance above each landing. The Employer shall furnish respirators, safety goggles, gloves and other protection materials necessary in and about dusty and hot working conditions during all furnace work.

(d) Caisson Diggers. Applies to all caisson work and men working in trenches, foundation pits and piers eight (8) feet or more in depth below the level that excavation begins in such trenches, foundation pits or piers.

Where hazardous conditions exist when excavating trenches, foundation pits or piers or where a type of soil, sand or other material being removed creates a hazardous condition for the Employee such trenches, foundation pits or piers must be shored or sheathed, and the Employees performing the work of shoring and sheathing shall be paid the caisson rate.

Where hazardous conditions do not exist, but sheathing or shoring is necessary solely for the purpose of protecting a bank or preserving the work, then caisson rates shall not apply. When specifications show the depth of such excavation to exceed eight (8) feet, said caisson rate shall apply from the start of excavation when hand dug. For safety reasons, no worker shall be permitted to work alone if excavation exceeds five (5) feet, unless he is working under direct supervision.

(e) Chimney Laborers (over forty (40) feet). Applies to all freestanding chimneys in excess of forty (40) feet above the ground level. The Chimney Laborers' rate shall apply for the entire height of the chimney, both erecting or wrecking such chimney.

Free-standing chimneys shall be construed as chimneys built from the ground up, outside the building, for industrial, commercial or institutional purposes. It is understood that this provision does not apply in the erection of ordinary chimneys for apartment buildings, etc., unless the chimneys go forty (40) feet above the roof level.

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

(g) Scaffold Laborers. Applies to all Laborers engaged in installing, relocating and/or removing all swinging, tubular and other types of scaffolds designed and used for tending to or servicing our allied trades. The raising and lowering of swinging and specifically designed scaffolds by hand, by power, or by any other process, is not included in scaffold Laborers' rates.

(h) Stone Derrickmen and Handlers. Applies to all Laborers engaged in helping the stone setters set and distribute dimensional cut stone, terra cotta, granite or pre-fabricated materials replacing or substituted for cut stone, etc.

(I) Windlass and Capstan Persons. Applies to all hoisting units attached to mixers or movable equipment used to raise material where regular hoists cannot be erected or used.

(j) Fireproofing and Fire Shop Laborers. Applies to Fireproofing beams, ceilings and walls, etc., in connection with gunite work or any other process, including clean-up work on job site, shops or yards.

(k) Cement Gun Nozzle Laborers (Gunite). Applies to Laborers handling nozzle in application of gunite.

(l) Cement Gun Laborers. Applies to Laborers handling cement gun on concrete work.

(m) Plasterer Laborers. Applies to all Laborers who perform work as mixermen, hod carriers, plaster machine tenders, and builders of scaffolding, and all work pertaining to lathing and plastering, the application of gunite and the handling of the cement gun nozzle or any work of a thickness of one and one half (1½) inches or more and any work as may be directed by the contractor his agent or foreman.

(n) Laborers who are engaged in the work of construction or wrecking of silos, etc., for grain elevators, and are required to strip or wreck forms at hazardous heights in this work shall be paid chimney Laborers' rates.

(o) On salamander work or heating for frost prevention work, the building Laborers' rates of wages shall apply for the first eight (8) hours' work regardless of starting time Monday through Friday of each week. All hours worked on Saturday, Sunday or Holidays, and all hours worked after eight (8) hours per day, or forty (40) hours per week Monday through Friday, as above set forth, shall be paid for at one and one-half times the Building Laborers' rate of wages.

(p) Where services are performed by Laborers as watchmen, and such Laborers shall not be engaged in the performance of any other branches of work covered by this Agreement, they shall be paid not less than \$1.50 below the Building Laborers' rate.

(q) **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 subforeman 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 \$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 \$0.75 or more premium wages above top labor scale, as mutually agreed between said Labor Foreman and his Employer.

The above and foregoing shall not be so construed as to restrict the Employer's right to pay higher premium wages or appoint a greater percentage of foremen and/or sub-foremen.

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

(s) On a job site requiring a Tool Shanty, said Tool Shanty shall be tended by a Laborer if Employer determines tending is required.

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

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

(v) Any building 125 feet high or more shall require the use of a Man Cage.

Paragraph 2. Wages must be paid by payroll check and shall include a stub or statement showing the number of straight time and overtime hours worked and rate of pay. Failure on the part of the Employer to have sufficient funds at the bank to meet pay checks issued workers, shall deprive such Employers henceforth from the right to pay by checks and Joint Grievance Committee shall assess such Employer a sum equal to not less than the expense incurred in the collection of the amounts due because of such insufficient funds to meet checks so issued.

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 man-

date electronic banking as a condition of employment. Electronic wage payments must be transferred to the Employee's bank account no later than the Employee's regular pay day and at no cost to the Employee. If payment is made by electronic bank draft, the Employee must also be provided a record of hours worked, rates of pay, and deductions made, at the same time and containing the same information as if wages were paid by payroll check.

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

Paragraph 3. The Union agrees that the Employees whom it represents will accept and demand the wages and fringe benefit payments set forth in this Agreement, and the Employer agrees to pay the wages and fringe benefit payments herein stipulated.

Claims for Shortages: Claims by Employees for shortages must be made within three (3) weeks after shortage is discovered.

Paragraph 4. 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.

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

Members of the Union who are found guilty of violation of this Agreement shall be dealt with by the Employer.

Paragraph 5. The Union reserves and shall have the right to remove its Employees from any job upon the failure of the Employer to pay the wages due any of its Employees or fringe benefits which may be due by reason of the hours of employment.

Paragraph 6. The Employer hereby agrees to maintain proper temporary toilet and drinking facilities accessible to all Employees on the job. The Employer also agrees that it will ice the water at the start of each shift.

Paragraph 7. The Employer shall furnish a suitable place, properly heated when reasonably necessary, where Laborers may eat and change their clothes.

Paragraph 8. HIRING HALL. No agreement on the request of the Union for the establishment of an exclusive Hiring Hall has been consummated. Therefore, the question of establishing a Hiring Hall is hereby reserved for the future consideration of the parties. Upon service of sixty (60) days' notice in writing upon Employer from Union, such question shall be taken up for discussion and further negotiation by the parties hereto.

Paragraph 9. 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 jurisdiction.

Paragraph 10. PUBLIC HEALTH EMERGENCIES.

In any county or portion thereof covered by this Agreement, if the Illinois Governor declares a public health emergency, and for the duration thereof, the Employer shall abide by recommendations from the Centers for Disease Control and Prevention (CDC) and the Illinois Department of Public Health (IDPH), and all applicable laws and regulations, for construction worker health and safety. If the Employer fails to timely comply with such requirements after notice from and discussion with the Union (including the District Council if requested), the Union may withdraw employees from any worksite not in compliance herewith.

ARTICLE XII STEWARDS

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

1) The Union requires that a Steward must fully protect the interest of the Union.

2) The Employer requires that the Steward be a Laborer who can efficiently perform his duties as a Laborer and will not disrupt the job unnecessarily in discharging his duties as a Steward.

3) To meet the two basic principles agreed to by the parties, it is further agreed:

- a) The Job Steward shall be a working Laborer;
- b) The Steward shall be selected by the Business Manager of the Union with jurisdiction over the job;
- c) In selecting a Steward, preference shall be given to 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.

Paragraph 2. The Steward shall be subject to the same terms of employment as any other Employee, but taking into consideration that the Steward should be present during all working hours, all possible overtime work shall be assigned to all Stewards, if the Stewards do not replace another Laborer from that other Laborers' previously assigned duties.

Paragraph 3. The duties of the Steward shall include the checking of terms and conditions of work, safety conditions, starting dates of employment for new Laborers, whether Union or non-union, and report same to the Business Manager who appointed him. All Laborers employed on a job or project shall report to the Steward any differences of disputes which may arise in connection with the work or any part of it, and the Steward shall report same to the office of the Union. If it becomes necessary to discharge or lay off any Laborers because of completion of the work or otherwise, the Laborers appointed and acting as Steward shall not be discharged or laid off while other Laborers employed by the Steward's employer remain employed on the job or project as long as he is competent to perform the work. Nothing herein contained shall in any way restrict the right of any Employer to discharge a Steward for cause, upon notification to the Business Manager of the Local Union who appointed the Laborer to act as Steward.

Paragraph 4. Whenever one or more Laborers are required to work overtime, one of these Laborers shall be the regular designated Steward if he is competent to do the work required or if he cannot work, he will call the

Business Manager, and the Business Manager will designate someone on this job to act as Steward.

ARTICLE XIII REPORTING FOR WORK

Paragraph 1. Any Laborer reporting for work upon order expressed or implied by the Employer or his Agent and not put to work for any reason, except weather conditions, fire, accident or other unavoidable cause, shall receive four (4) hours' pay for lost time. Weather conditions shall be an exception to the requirement for "show up" or reporting pay provided the Employer has notified the Employee by telephone or has required in writing that the Employee call before he departs from home. The Employer must provide a definite and available phone number and must post this provision on each job site. When Laborers are directed to wait during inclement weather by the Employer, his Superintendent or Labor Foreman, they shall be paid for such waiting time.

When placing monolithic concrete, an Employee's eating period can be adjusted, but not beyond one-half (½) hour before or after the regular scheduled time. Double time shall be paid if no eating period is permitted between shifts.

Any person other than a regular Employee who is called for temporary work for just a portion of one day, and who works more than four (4) hours in any one day, shall receive equivalent of not less than eight (8) hours' pay for said day, unless such Employee is prevented from completing a day's work because of inclement weather, in which case the Employee shall be paid for the time actually worked.

Paragraph 2. In case of an accident requiring medical attention during working hours, Laborers shall be permitted to go for or be taken for medical attention at once, and shall be paid for lost time that day.

In the event such injured Laborer is permitted to continue working by the doctor, but is required to return for periodic medical attention during working hours by the insurance physician or company doctor, such injured Laborer shall be paid for lost time, but not to exceed two (2) hours' pay for such visit to the doctor.

Paragraph 3. The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

ARTICLE XIV PAYDAY

Paragraph 1. It is agreed that Employees shall be paid before quitting time on Wednesday of each week, except when the regular payday is on a Legal Holiday, in which case they shall be paid the day before such holiday at quitting time and except when Monday or Tuesday is a legal holiday, in which event the Employees may be paid on Thursday.

Paragraph 2. Wages are to be paid in full up to seventy-five (75) hours preceding payday. An Employee quitting of his own accord shall be paid on the next regular payday. An Employee discharged or laid off shall be paid by check on the job at the time he is laid off or be given a time check calling for four (4) additional hours to cover traveling time. Such additional hours are to be added at the time of giving check and shall be paid on presentation at the office of the Employer. If same is not promptly paid upon arrival at the office, and he is required to remain there during working hours, he shall be paid for such time - Sundays and Holidays excepted.

ARTICLE XV TRAINING AND APPRENTICE PROGRAM

Paragraph 1. APPRENTICE COMMITTEE. MARBA and the Union shall create a Joint Apprenticeship

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

Paragraph 2. APPRENTICESHIP AND TRAINING FUND. The Employer shall contribute ninety cents (\$0.90) per hour for each hour worked from June 1, 2021 to May 31, 2022 for all Employees 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, 2022, June 1, 2023, June 1, 2024 and June 1, 2025 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.

Paragraph 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.

Paragraph 4. The wages per hour paid to apprentices shall be as follows:

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

Paragraph 5. The ratio of journeymen to Apprentices shall be six (6) Laborer journeymen to one (1) Laborer apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being apprentices on any one job site of the Employer.

Employers who employ a maximum of between one (1) and five (5) Laborer journeymen shall be entitled to one (1) Laborer apprentice, who may be assigned to job-sites irrespective of the twenty percent (20%) job site maximum specified in this provision.

Paragraph 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 Paragraph 5. All apprentices must report their hours weekly to the JATC. All apprentices will be required to undergo testing by the JATC for the presence of illegal substances at the time they enter the apprentice program.

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

The mandatory apprenticeship terms shall include the following:

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

ARTICLE XVI SETTLEMENT OF DISPUTES

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

Paragraph 2. In the event that the matter is not settled, the Union may file a written grievance, which shall be submitted to a Joint Grievance Committee (hereinafter the "JGC") comprised of three (3) Employer representatives selected by MARBA and three (3) Union representatives selected by the Construction and General Laborers' District Council of Chicago and Vicinity, which shall convene monthly. The JGC shall adopt its own rules of procedure. The Union must file the grievance within forty-five (45) days of the date of the occurrence giving rise to the grievance or when the affected Employee knew or rea-

sonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure. The determination of the JGC shall be governed by majority vote, provided that the Employer representatives and Union representatives shall have equal voting power. If decided by majority vote, the grievance determination and any relief determined to be appropriate shall be final and binding upon all parties.

Laborers who prevail in their grievances shall be compensated for two (2) hours lost time to attend the JGC Grievance hearing. Grievances shall be dismissed if the grievant fails to appear at the scheduled hearing and no continuance is granted by the JGC.

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

Grievances alleging a violation of Article I of this Agreement shall be initiated with the designated company official and may be processed under the grievance procedure contained herein or advanced directly to arbitration at the discretion of the Union. Such grievances shall be subject to the same forty-five (45) day time limitation as provided under this Article. In the event the Union elects to proceed directly to arbitration over a grievance concerning a violation of Article I of this Agreement said grievance must be referred to an arbitrator within thirty (30) days from the date of filing. The parties to the grievance may agree to extend the time in which the grievance

is to be referred to an arbitrator by written mutual agreement. If the Union does not timely elect to proceed directly to arbitration of the grievance, the grievance shall be heard by the JGC and the process set forth in paragraphs 2 and 3 above shall apply.

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

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

Paragraph 6. With regard to this Article, the Union reserves its right, and it shall not be a violation of this Agreement, for the Union to strike, picket and/or withdraw its Employees from any Employer who fails to pay wages or fringe benefits as required under this Agreement. Except as provided in this Article, there shall be no strike, slowdown, withdrawal of men or other concerted refusal to work by the Union or the Employees during the term of this Agreement. Further, there shall be no lockout by the Employer. The Employer further agrees that no punitive action shall be taken against its Employees if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 7. WAGE AUDITS. Where the grievance concerns wages that are reflected in a wage audit showing a pattern or practice of wage underpayment, the grievance must be filed within forty-five (45) days after the Union's receipt of the audit. The recovery of any wages shall be limited to the two-year period preceding the grievance filing date (or three (3) years if so determined

for cause by the Joint Grievance Committee). In cases where an Employee was knowingly complicit in the underpayment of wages, that Employee shall be limited to receiving unpaid wages from the last forty-five (45) days and the additional amounts assessed against the Employer shall first be paid to defray the audit costs and thereafter as directed by the Joint Grievance Committee.

ARTICLE XVII BRANCHES OF WORK

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

Paragraph 2. The Employer shall not engage his labor on a piece-work basis.

Paragraph 3. The Employer shall furnish all tools and shovels required for the work, also boots and rain equipment required for the protection of the workers in the trade and the worker shall be held responsible for same.

Paragraph 4. RECOGNITION OF BARGAINING REPRESENTATIVE. Employer hereby agrees to recognize the Union as the exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and also confirms the jurisdiction of this Union over the branches of work covered herein, and agrees not to enter into any agreement with other labor organizations covering such branches of work.

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.

Paragraph 4(a). BRANCHES OF WORK COVERED HEREIN. The building of all scaffolding, runways and windbreaks for concrete and mason work, rigging for caissons and concrete chutes and hoppers, digging, lagging, sheeting and dewatering of foundation piers and caissons; concrete work within the walls of any building or jobs; the rubbing and grinding of concrete installations where no patching is involved; boxing for concrete footing, raising, moving, shoring of all buildings, back fillings and gradings; also all laboring work in connection with cement sidewalks, curbs or gutters, stone curbs, streets, alleys, driveways, viaducts, retaining walls, slate, tile and asbestos roofing; also all laboring work connected with composition floor work, rock asphalt, whether done by hand or by any other process, wrecking and stripping of concrete forms and false work, tending to carpenters, tending to salamanders; removal, clearing and cleaning of all debris, signalman and handling of such materials for construction as directed by the Employer; also building in centering for fire proofing; gunite work in handling of cement gun nozzle, when 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 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 Employer and the handling of all materials, or appliances in any trade where it

will be more economical to have the work done by Laborers as may be decided by the Employer, subject to appeal to the decision of the Joint Grievance Committee.

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

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

Drying of plaster, concrete, mortar or other aggregate when done by 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 clearing 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, packagings, and packaging waste materials. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, 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, fire-proofing 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 trade crafts. Building planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

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

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc., for cross-country transmission by pipelines or electric transmission or underground lines 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 tests, 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 fire proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates 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 connections and/or parts of, to equipment used in mixing or conveying concrete, aggregate, or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, rodding, leveling and strike-off of concrete or aggregates by floating, puddling or screening by hand or mechanical means prior to finishing. Where prestressed or pre-cast concrete slabs, walls, or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying,

placing and spreading of grout for any purpose. Green cutting of concrete 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 material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger by other than hand power is used.

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

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

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

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

Streets, Ways and Bridges. Work, in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving, ramming, curbing, flagging and surfacing of streets, striping, street markings and other pavement markings. Laborers engaged in layout work, cleanup and helping painters involved in any pavement markings, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, run-

ways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming, or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing mats, or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing, and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, riprap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

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 VII).

Trenches, Manholes, Handling and Distribution of Pipe, Etc. Cutting of streets and ways for laying of pipe, cables or conduits for all purposes; digging of trenches, manholes, etc., handling and conveying all materials; concreting, back-filling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or

other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains to the first joint from the building, gas mains, and all pipe, including placing, setting and removal of skids. Cribbing, driving or sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring concrete and handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

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

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

other purposes. Installation of well points or any other dewatering system.

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

Sewer, Drains, Culverts and Multiplate. Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of 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, iron-stone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure, except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, fittings, piers or other obstruc-

tions 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 clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new site.

Drilling and Blasting. All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods and 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.

Signalmen. Signalmen on all construction work defined herein, including traffic control signalmen at construction site.

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

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

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

Pits, Yards, Quarries, Etc. All drillers, blasters and/or powdermen, nippers, signalmen, Laborers in quarries, crushed stone yards and gravel and sand pits and

other similar plants, including temporary and portable batching plants.

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

Railroad Track Work. Right-of-way clearance as described above, 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 main line, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts and connected with same and removal and replacing of all fences.

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

Use of Tools. Operation of all hand, pneumatic, electrical, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein. In short, all unskilled labor connected with work undertaken by 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 per-

formed by Laborers as may be decided by the Employer, subject to appeal to and decision of the Joint Grievance Committee.

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

Paragraph 5. WORK NOT INCLUDED. The laboring work not included in this Agreement is general excavating for buildings to the bottom of floor level. If there are any sub-basements or cellars, this general excavation shall be considered to extend to the bottom of the floor, of same. Excavation in basement and sub-basements other than by power equipment shall be done by Laborers at Building Laborers' rate (except where caisson rates apply).

Paragraph 6. WRECKING. Where a building is only partially wrecked and parts torn down for the purpose of building additions, alterations, remodeling, or repairing same, such work is covered by this Agreement, and rates as established herein shall apply.

Paragraph 6(a). WRECKING: COMPLETE DEMOLITION. Work pertaining to wrecking of buildings and structures in their entirety and removed to the basement floor level is covered by the Agreement between Local No. 225 of the Laborers' District Council and the Labor Committee representing the Wrecking Industry of Chicago and Vicinity, and the rates established by said Agreement shall apply.

Paragraph 7. FLYING FORMS. Laborers shall tend the Carpenters when prefabricating the Flying Forms on the ground.

When Flying Forms are used on each floor, Laborers shall assist in the placing of Steel Tubular Scaffolding and Flying Forms.

When Concrete Floors are poured and Flying Forms are removed, Laborers will assist.

Laborers will clean and oil Flying Forms after each concrete pour.

After the last concrete pour, when Flying Forms will not be re-used on job site, Laborers will remove, clean and dismantle, oil and place in a stockpile.

ARTICLE XVIII ALCOHOL AND SUBSTANCE ABUSE

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

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

ARTICLE XIX PRE-JOB CONFERENCES

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

ARTICLE XX 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 XXI APPROVALS

Paragraph 1. It is mutually agreed that the Construction and General Laborers' District Council of Chicago and Vicinity shall, in writing, by an authorized officer, approve and guarantee the fulfillment of all the provisions of this Agreement.


Paragraph 2. Inasmuch as the employment of Laborers is directly affected by the hours of employment of Carpenters, Bricklayers, Plasterers, Cement Masons and Hoisting Engineers engaged in construction, it is agreed that should the trades change their work day or work week, other than provided in this Agreement, either party hereto shall have the right upon ten (10) days' written notice through United States Registered Mail Delivery, to amend this Agreement to meet such conditions of employment.


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

Paragraph 4. EMPLOYER'S WARRANTY. The signatory Associations and its bargaining association represent and warrant that they are the bargaining agents of all the individual Employers of the signatory Associations who are now or hereafter become members of said signatory Associations and who assign to one or more of the Associations full authority to negotiate and execute this Agreement.

Paragraph 5. EXECUTION. It is expressly agreed and understood that execution of this Agreement by authorized representatives of the signatory Associations shall be conclusively presumed sufficient legal execution by all individual contractors represented by said Associations and that individual executions are not required for this Agreement to be binding on such Contractors.

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

By:  James P. Connolly, Business Manager

By:  Charles LoVerde III, Secretary-Treasurer

**CHICAGOLAND ASSOCIATED GENERAL
CONTRACTORS**

**MASON CONTRACTORS' ASSOCIATION OF
GREATER CHICAGO**

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

By:  Seth Gudeman, 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.

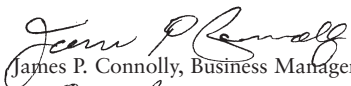
WORK RULES COMMITTEE


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

CHICAGOLAND ASSOCIATED GENERAL CONTRACTORS

MASON CONTRACTORS' ASSOCIATION OF GREATER CHICAGO

GREAT LAKES CONSTRUCTION ASSOCIATION THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION

By:  Seth Gudeman, Chairman

Side Letter #1

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 #2

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

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

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

EXHIBIT G

JUNE 1, 2021 TO MAY 31, 2026

ROAD BUILDING AGREEMENT

between the

**ILLINOIS ROAD AND TRANSPORTATION
BUILDERS ASSOCIATION**

Represented by the

**MID-AMERICA REGIONAL BARGAINING
ASSOCIATION**

and the

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

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JUNE 1, 2021 TO MAY 31, 2026

ROAD BUILDING AGREEMENT

between the

ILLINOIS ROAD BUILDERS' ASSOCIATION

Represented by the

**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION**

and the

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

AGREEMENT

ROAD BUILDING AGREEMENT and Working Rules entered into this 1st day of June, 2021, for Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois by and between the ILLINOIS ROAD AND TRANSPORTATION BUILDERS ASSOCIATION, represented by the MID- AMERICA REGIONAL BARGAINING ASSOCIATION, Associates who are parties signatory hereto, and the present and future members of such Association who have designated the Association as their bargaining representative, together with such other Employers signatory to this Agreement, hereinafter called the "Employer," and the CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, for and on behalf of its affiliated Local Union Nos. 1, 2, 4, 5, 6, 68, 75, 76, 152, 225, 582 and 1035 hereinafter called "Union," covering Street Paving and Grade Separation Work in all its branches, shall remain in full force and effect until 11:59 p.m. on May 31, 2026. Nothing in this Agreement restricts the

areas where Laborers may work within the Union's geographic jurisdiction.

If either party wishes to modify this Agreement, it shall serve written notice by certified or registered mail, upon the other party not less than sixty (60) days prior to May 31, 2026 of its intent to begin negotiations for a new Agreement. In the absence of the service of such notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration date, by and between the parties in area-wide bargaining, from year to year thereafter.

The Employer shall pay the scale of wages herein agreed upon and give these Employers the Union conditions stipulated in this Agreement.

Article I EQUAL OPPORTUNITY

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 SUBCONTRACTING

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

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

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

Paragraph 3. If an Employer, bound to this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall 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 Apprenticeship and Training Trust Fund as provided in Article V, Paragraphs 2-4 inclusive, and Article XV of this Agreement.

Article III HOURS AND OVERTIME

When one shift is used, eight (8) hours per day, between 7:00 a.m. and 3:30 p.m. from Monday through Friday, inclusive, shall constitute the normal work day and straight time shall be paid. Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has failed to comply with a JGC or arbitration award, or is in violation of JATC rules, in weeks that have designated holidays, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour work days at straight time. The four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the

same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council web portal.

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. At the option of the Employer, the starting time for the day, (or the first) shift can be flexible. It is the Employer's responsibility to inform the Employee and obtain clearance from the Union of any change in starting time prior to quitting time the day before such change is to be effective. On emergency work performed on Saturdays, rates on single shift work shall be time and one-half for the first ten (10) hours worked, and thereafter double time shall be paid until 8:00 a.m., Monday; however, under no conditions shall more than ten (10) hours be worked at the rate of time and one-half.

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.

An employee required to work through his or her eating period shall nevertheless work for at least 8.5 hours (inclusive of one half hour paid at time and one half).

Article IV HOLIDAYS

Except to protect life or property, there shall be no work performed on Sunday or on the following holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on days when such holidays are celebrated, and all hours worked shall be paid for at the double time rate.

When a holiday falls on Monday through Friday, make up day on Saturday shall be paid at time and one-half for the first ten (10) hours and double time thereafter. If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than Sunday, it shall be celebrated on that date.

Article V WAGES

Paragraph 1. The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 2021 to and including May 31, 2026, shall be as set forth below for the respective following classifications as further defined herein.

The wage rates include a total economic increase of \$2.45 per hour effective June 1, 2021 to May 31, 2022, \$2.50 per hour total economic increase effective June 1, 2022 to May 31, 2023, \$2.55 per hour total economic increase effective June 1, 2023 to May 31, 2024, \$2.60 per hour total economic increase effective June 1, 2024 to May 31, 2025, and \$2.65 per hour total economic increase effective June 1, 2025 to May 31, 2026.

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.

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.

<u>CLASSIFICATION</u>	<u>6/1/21</u>	<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>	<u>6/1/25</u>
Laborers and Helpers	\$45.90	\$2.50*	\$2.55*	\$2.60*	\$2.65*
Rakers and Lutemen	46.175		*allocated by Union in its discretion provided sufficient funds shall be allocated to pension fund to remain in green status		
Machine-Screwmen	46.175		(See above paragraph)		
Asphalt Tampers and Smoothers	46.175				
Kettlemen	46.175				
Mixermen	46.175				
Drum-Men	46.175				
Jackhammermen (Asphalt) .	46.175				
Paintmen	46.175				
Mitre Box Spreaders	46.175				
Laborers on Birch, Overman and Similar Spreader Equipment	46.175				
Laborers on Apsco	46.175				
Laborers on Air Compressors	46.175				
Material Expeditor (Asphalt Plant Laborers)	45.90				
Paving Form Setters	46.175				
Jackhammerman (Concrete)	46.175				

Power Drive Concrete Saws, Other Power Equipment . . .	46.175
Cement Gun Nozzle (Laborers) Gunitite	46.05
Cement Gun Laborers	45.975
Street Paving, Grade Separation, Sidewalk Curb and Gutter Strippers and all Other Laborers	45.90
General Foreman of Laborers	47.475
Superintendent	47.475
Foremen of Laborers	47.05
Asphalt Foreman	47.05
Cut-Out Foreman	47.05
Street Repair Foreman	47.05

Material Testing Laborer I

(Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt) . . . 35.90

Material Testing Laborer II

(Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.) 40.90

Apprentices (1st 6 months)	60% of base rate	\$27.54
Apprentices (2nd 6 months)	70% of base rate	\$32.13
Apprentices (3rd 6 months)	80% of base rate	\$36.72
Apprentices (4th 6 months)	90% of base rate	\$41.31
Apprentices (after 24 months)	100% of base rate	\$45.90

Wages must be paid by payroll check and shall include a stub or statement showing the number of straight time and overtime hours worked and rate of pay.

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. Elec-

tronic 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.

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.

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.

Paragraph 2A. WESTCHESTER HEALTH AND WELFARE. Employers that employ Employees who participate in the Health and Welfare Department of Construction and General Laborers' District Council of

Chicago and Vicinity may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare contributions of sixteen dollars and fifty-five cents (\$16.55) per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages herein stipulated. This sixteen dollars and fifty-five cents (\$16.55) 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, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026 ; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1)

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

Paragraph 2B. WESTCHESTER PENSION FUND. Employers that employ Employees who participate in the Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Westchester Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021 the Employer agrees to make a pension contribution of fourteen dollars and seventy-one cents (\$14.71) 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

fourteen dollars and seventy-one cents (\$14.71) 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, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025 and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1). The 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 Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' Pension Fund, as well as any amendments thereto.

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

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

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

The failure of the Employer to contribute to the said Welfare or Pension Fund, as provided herein, shall for the

purposes of the remedies the Union may pursue, be deemed the same as the failure of the Employer to pay wages, and the Union shall be permitted to remove workers whom they represent for non-payment of such contributions, anything to the contrary in this Agreement notwithstanding.

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

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

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

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VII.

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

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

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

Paragraph 3A. FOX VALLEY HEALTH AND WELFARE. Employers that employ Employees who participate in the Fox Valley Laborers' Health and Welfare Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning the period from June 1, 2021 to May 31, 2022, the Employer agrees to make Health and Welfare

contributions of fourteen dollars and thirty-six cents (\$14.36) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley Laborers' Health and Welfare Fund, in addition to the wages herein stipulated. This fourteen dollars and thirty-six cents (\$14.36) per hour shall be paid to the Fox Valley Laborers' Health and Welfare Fund or a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024 and June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1).

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

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

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

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

The failure of the Employer to contribute to the said Welfare or Pension Funds when the same is established, as

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

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

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

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

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

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either

directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

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

Paragraph 3B. FOX VALLEY PENSION FUND. Employers that employ Employees who participate in the Fox Valley and Vicinity Laborers' Pension Fund may contribute directly to these funds in the amounts allocated for the Fox Valley Funds by the Union from the economic package and will be subject to the following.

Beginning June 1, 2021, the Employer agrees to make a pension contribution of sixteen dollars and ninety cents (\$16.90) per hour for each hour worked by all Employees who are covered by this Agreement and participate in the Fox Valley and Vicinity Laborers' Pension Fund, in addition to the wages and welfare payments herein stipulated. This sixteen dollars and ninety cents (\$16.90) per hour shall be paid to the Fox Valley and Vicinity Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2022 to May 31, 2023; June 1, 2023 to May 31, 2024, June 1, 2024 to May 31, 2025, and June 1, 2025 to May 31, 2026 that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article V, Paragraph 1). The 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 Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Fox Valley and Vicinity Laborers' Pension Fund, as well as any amendments thereto.

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

Contributions to all fringe benefit funds under this Agreement shall be made in increments of no less than one-half hour for each half-hour or portion thereof an employee performs covered work.

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

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

All reports and payments of contributions due to the respective fringe benefit funds shall be due on the tenth (10th) day of the month following the month in which the hours were worked.

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

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

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

The Trustees of the aforementioned Welfare and Pension Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of compliance with the provisions of this Agreement, including the obligation to remit Union Dues under Article VI.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to, audit fees and rea-

sonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Paragraph 4. RECIPROCITY. The parties agree that, whenever contributions are made on behalf of any Employee to welfare and pension funds that are not the home funds of the Employee, the funds receiving such contributions, in accordance with the funds' Reciprocity Agreement, shall transfer such contributions to the home funds and the home funds shall reallocate the contributions between such home funds in the amounts set forth herein.

Subject to the reciprocity provisions of this Article, contributions shall be remitted to the Fox Valley Laborers Health and Welfare Fund and Fox Valley and Vicinity Laborers Pension Fund for 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 XII hereof, within the jurisdiction of Locals 582 or 1035 or any successor locals covering Kane, Kendall, McHenry or Boone Counties, Illinois.

The foregoing, however, is not intended to and shall not interfere with the practices, requirements or understandings developed under the Fox Valley Agreements concerning those employees who participate in the Westchester Funds, which practices, requirements or understandings shall remain in effect and undisturbed.

Paragraph 5 SECTION 415 EXCESS BENEFIT FUND. A Section 415 Excess Benefit Fund shall be established for the purpose of providing alternative benefit to any Employees of the Employer who become unable to receive the entire amount of the accrued pension benefits to which they would be entitled under one or more of the pension plans sponsored by their Employer because of limitations established by Section 415 of the Internal Revenue Code. The Employer may be required and directed by the Board of Trustees of the Excess Benefit Fund to contribute a portion of its agreed-upon "pension" contribution to the Section 415 Excess Benefit Fund and shall not increase the

Employer's cost beyond the amount that the Employer is obligated to contribute to the Laborers' Pension Fund and that the funding of the Section 415 Excess Benefit Fund shall be fully tax deductible to the Employer for Federal Income Tax purposes. The Employer hereby agrees that the Board of Trustees of any such Section 415 Excess Benefit Fund shall be authorized to determine each year the amount that will be contributed by the Employer and the amount to be credited to the account of any eligible retiree for payment in lieu of accrued benefits that would exceed the limits set by Section 415 of the Internal Revenue Code.

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

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

Paragraph 8. SUPERVISORS. To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraphs 2 and 3 of Article V of this Agreement only, the bargaining unit shall also include those persons in the employ of an Employer who are supervisors, as defined in the Labor Management Relations Act, as amended; and who at one time were Employee members of the bargaining unit herein on whose behalf contributions were required to be made to the trust funds described in the aforesaid Paragraphs 2 and 3 of Article V hereof.

Paragraph 9. 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 contribution 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.

Where out of town work requires an overnight stay, the Laborer shall receive paid lodging plus \$55 per night for meals and incidental expenses of the equivalent in accordance with an Employer's policy. Nothing herein shall restrict an Employer's ability to require compliance with its applicable travel related policies. This provision will take effect only for projects bid on or after June 1, 2021.

Paragraph 10. 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 addi-

tion to and separate from the bond required elsewhere in this Agreement.

Paragraph 11. 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 VI

BONDING TO GUARANTEE WAGE PAYMENTS AND WELFARE AND PENSION CONTRIBUTIONS

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

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

Paragraph 3. The Employer shall be required to obtain an appropriate bond upon contract execution, which

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

Paragraph 4. The Employer shall give notice to the Union and the appropriate Fund Office in writing not later than ten (10) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

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

Paragraph 5. 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 VII

CHECK-OFF & DUES DEDUCTIONS

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

Paragraph 2. All Employers covered by this Agreement shall deduct from the gross payroll earnings of Employees covered by said contract, working dues in the amount designated by the Union and shall remit monthly to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages. The Union shall give thirty (30) days' prior written notice to the Employer of any change in the rate of dues to be deducted and remitted.

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

Paragraph 4. Deductions shall be remitted to the Union or to a designated appointee of the Employer promptly, and the Local Union shall acknowledge receipt of the money. The Employer shall furnish the Union with a record of those for whom deductions have been made, the amount of the deductions, and a list of absentees.

Paragraph 5. It is the intention of the parties that such deductions shall comply with the requirements of Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended, and that such deductions be made only pursuant to written assignments from each Employee on whose account such deductions are made, which assignment shall not be revocable for a period of more than one (1) year, or prior to the termination date of this Agreement, whichever occurs sooner.

Paragraph 6. The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this Article and such indemnity and agreement to hold harmless shall include the payment of costs and attorneys' fees on behalf of the beneficiaries of such indemnity.

Paragraph 7. 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 o/r underpayment of dues by an Employer.

Paragraph 8. Effective June 1, 2022, the Employer shall submit monthly dues remittance reports to the Union through the District Council web portal.

Article VIII INDUSTRY FUNDS

Paragraph 1. Each Employer shall pay into the MID-AMERICA REGIONAL BARGAINING ASSOCIATION INDUSTRY ADVANCEMENT FUND (hereinafter some-

times referred to as the “Industry Fund”), or such other fund as MARBA may in its sole discretion designate at any time during the term of this Agreement, the amount of six cents (\$0.06) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

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 for the Employer by those of his Employees who are covered by this Agreement.

Each Employer shall pay into the Laborers’ District Council Labor-Management Cooperation Committee (“LDC/LMCC”), the amount of seventeen cents (\$0.17) for each hour worked for the Employer by those of his Employees who are covered by this Agreement.

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

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

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

Paragraph 4. For the period June 1, 2021 to May 31, 2026 each Employer shall contribute one cent (\$0.01) per hour for each hour worked by its Employees who are covered by this Agreement to the Chicagoland Construction Safety Council, a not for profit corporation.

Article IX STEWARDS

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

1) The Union requires that a Steward must fully protect the interest of the Union.

2) The Employer requires that the Steward be a Laborer who can efficiently perform his duties as a Laborer and will not disrupt the job unnecessarily in discharging his duties as a Steward.

3) To meet the two basic principles agreed to by the parties, it is further agreed:

- a) The Job Steward shall be a working Laborer;
- b) The Steward shall be selected by the Business Manager of the Union with jurisdiction over the job;
- c) In selecting a Steward, preference shall be given to 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.

Paragraph 2. The Steward shall be subject to the same terms of employment as any other Employee, but taking into consideration that the Steward should be present during all working hours, all possible overtime work shall be assigned to all Stewards, if the Stewards do not replace another Laborer from that other Laborers' previously assigned duties.

Paragraph 3. The duties of the Steward shall include the checking of terms and conditions of work, safety conditions, starting dates of employment for new Laborers, whether Union or non-union, and report same to the Business Manager who appointed him. All Laborers employed on a job or project shall report to the Steward any differences or disputes which may arise in connection with the work or any part of it, and the Steward shall report same to the office of the Union. If it becomes necessary to discharge or lay off any Laborers because of completion of the work or otherwise, the Laborers appointed and acting as Steward shall not be discharged or laid off while other Laborers employed by the Steward's employer remain employed on the job or project as long as he is competent to perform the work. Nothing herein contained shall in any way restrict the right of any Employer to discharge a Steward for cause, upon notification to the Business Manager of the Local Union who appointed the Laborer to act as Steward.

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

Article X SHIFT WORK

When necessary from Monday through Friday, the Employer shall have the right to work his Employees in consecutive shifts of eight (8) hours for straight time, with one-half (½) hour for lunch during the shift which must

be paid for, and not less than, the established overtime rates for all hours worked over eight (8) hours each day. Employees shall receive eight (8) hours pay under this Section even if they are permitted to leave after seven and one-half (7½) hours, and it shall be a violation of this Agreement if an Employee does not receive eight (8) hours pay. Employees who work eight (8) hours on a shift without receiving one-half hour lunch shall receive, in addition to the eight (8) hours' pay as provided in this Section, one (1) hours' pay at the applicable premium rate.

Multiple shift work on Saturday shall start after 11:59 p.m. on Friday and not more than eight (8) hours will be worked at the rate of time and one-half during any one shift, and double time shall apply for all hours over and above eight (8) hours worked, until 8:00 a.m. Monday.

All hours worked on Sundays and Holidays, or on days when Holidays are celebrated, shall be paid at the double-time rate.

When less than three (3) shifts are worked, from Monday through Friday, during each day, the lunch period must be provided, but not paid for, and all established overtime rates must be complied with.

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

Article XI PAYDAY

It is hereby agreed that the Employee shall be paid on the job and before quitting time on the regular payday of each weekly period. When a Laborer is discharged, he shall be paid in full and also, if he is laid off and demands his pay, except when the layoff is caused by bad weather or lack of material being furnished by others. Such wages

due may be paid in person or placed in the mail on the same day of discharge or layoff at the option of Employer.

When a Laborer quits on his own accord, he shall receive his pay at the next regular payday. Payment may be made by check. In the event the Employer pays by check, he shall provide reasonable facilities for cashing same. Time checks payable by the Employer shall be considered valid, providing the Laborer be allowed two (2) hours traveling time. Such traveling time shall be added to the time check by the person issuing the same. If the Laborer is obliged to remain and wait before receiving his check, he shall be allowed regular wages for such waiting time.

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

On General Election Days, the individual employed in this trade shall be allowed, not to exceed two (2) hours' time without pay, for the purpose of voting.

Article XII **BRANCHES OF WORK**

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

Paragraph 2. The Employer shall not engage his labor on a piece-work basis.

Paragraph 3. The Employer shall furnish all tools and shovels required for the work, also boots and rain equipment required for the protection of the workers in the trade and the worker shall be held responsible for them.

Paragraph 4. The Employer shall furnish any necessary protective medication, such as petroleum jelly, to prevent burns from creosote or chemicals which may prove injurious to the skin. The Employer also agrees that it will ice the water at the start of each shift.

Paragraph 5. On a job site requiring a Tool Shanty, said Tool Shanty shall be tended by a Laborer if Employer determines tending is required.

Paragraph 6. Portable Water Pumps shall be tended by Laborers if Employer determines tending is required.

Paragraph 7. In any instance where a Machine replaces only the work of Laborers, said Machine shall be operated by a Laborer if so determined by the Employer.

Paragraph 8. The Employer shall furnish a suitable place, properly heated when reasonably necessary, where Laborers may eat and change their clothes.

Paragraph 9. RECOGNITION OF BARGAINING REPRESENTATIVE. Employer hereby agrees to recognize the Union as the exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and also confirms the jurisdiction of this Union over the branches of work covered herein, and agrees not to enter into any agreement with other labor organizations covering such branches of work.

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.

Paragraph 9A. BRANCHES OF WORK COVERED HEREIN. The building of all scaffolding, runways and windbreaks for concrete and mason work, rigging for caissons, concrete chutes and hoppers, digging, lagging, sheeting and dewatering of foundation piers and caissons; concrete work within the walls of any building or jobs; the rubbing and grinding of concrete installations where no patching is involved; boxing for concrete footing, raising, moving, shoring of all buildings, back fillings and gradings; also all laboring work in connection with cement sidewalks, curbs or gutters, stone curbs, 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, signalman and handling of such materials for construction as directed by the Employer; building in centering for fire proofing; gunite work in handling of cement gun nozzle, when 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 and maintenance over track work in property on which a railroad company does not have a property right; in short, all unskilled labor connected with work undertaken by Employer and the handling of all materials, or appliances in any trade where it will be more economical to have the work done by Laborers as may be decided by the Employer, subject to appeal to the decision of the Joint Grievance Committee.

Tenders: Tending masons, plasterers, carpenters and other building and construction crafts.

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

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

Drying of plaster, concrete, mortar or other aggregate when done by salamanders, heaters 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, wash-down and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packagings, and packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, 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 applies where the Employer elects to assign such work to Laborers.

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 trade crafts. Building planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof.

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

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

ers, 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 tests, 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 fire proofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates 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 connections and/or parts of, to equipment used in mixing or conveying concrete, aggregate, or mortar, and the clearing of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screening by hand or mechanical means prior to finishing. Where prestressed or pre-cast concrete slabs, walls, or sections are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete 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 material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger by other than hand power is used.

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

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

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

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

Streets, Ways and Bridges. Work, in the excavation, preparation, concreting, asphalt, bituminous concrete and mastic paving, ramming, curbing, flagging and surfacing of streets, striping, street markings and other pavement markings, Laborers engaged in layout work, cleanup and helping painters involved in any pavement markings, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or guard rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming, or otherwise compacting. Setting, leveling and securing or

bracing of metal or other road forms and expansion joints, including placing of reinforcing mats, or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing, and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, riprap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

Lagging for bridge decks, if the Employer elects to assign this work to Laborers.

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 II).

Trenches, Manholes, Handling and Distribution of Pipe, Etc. Cutting of streets and ways for laying of pipe, cables or conduits for all purposes; digging of trenches, manholes, etc., handling and conveying all materials; concreting, back-filling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and

distribution of water mains to the first joint from the building, gas mains, and all pipe, including placing, setting and removal of skids. Cribbing, driving or sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring concrete and handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc. and/or restoration of lawns and landscaping.

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

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

Compressed Air. In compressed air all work underground or in compressed chambers, including tending of the outer air lock. All work in compressed air construction

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

Sewer, Drains, Culverts and Multiplate. Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of pipe. Pipe laying, leveling, and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure, except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage 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 and hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new site.

Drilling and Blasting. All work of drilling jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods and 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.

Signalmen. Signalmen on all construction work defined herein, including traffic control signalmen at construction site.

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

Factories. All work in factories, mills, power stations, oil refineries, chemical plants and industrial plants performed now or as may be 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 fire-watch. Attendants for all confined space entry when multi-craft personnel are used. All attendants for foreign material exclusion when single or multi-craft are used.

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

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

Wrecking. The wrecking or dismantling of buildings and all structures, breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junkyards in connection with

cutting, cleaning, storing, stockpiling or handling of materials. All clean-up removal of debris, burning, backfilling and landscaping of the site of wrecked structures.

Railroad Track Work. Right-of-way clearance as described above, 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 main line, shoe flies, sidings, gradings, crossing, relocating of pipes and drainage and culverts and connected with same and removal and replacing of all fences.

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

Use of Tools. Operation of all hand, pneumatic, electrical, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein. In short, all unskilled labor connected with work undertaken by 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 performed by Laborers as may be decided by the Employer, subject to appeal to and decision of the Joint Grievance Committee.

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

Paragraph 10. WORK NOT INCLUDED. The laboring work not included in this Agreement is general excavating for buildings to the bottom of floor level. If there are any sub-basements or cellars, this general excavation

shall be considered to extend to the bottom of the floor, of same. Excavation in basement and sub-basements other than by power equipment shall be done by Laborers at Building Laborers' rate (except where caisson rates apply).

Paragraph 11. WRECKING. Where a building is only partially wrecked and parts torn down for the purpose of building additions, alterations, remodeling, or repairing same, such work is covered by this Agreement, and rates as established herein shall apply.

Paragraph 11(a). WRECKING COMPLETE DEMOLITION. Work pertaining to wrecking of buildings and structures in their entirety and removed to the basement floor level is covered by the Agreement between Local No. 225 of the Laborers' District Council and the Labor Committee representing the Wrecking Industry of Chicago and Vicinity, and the rates established by said Agreement shall apply.

Paragraph 12. HIRING HALL. No agreement on the request of the Union for the establishment of an exclusive Hiring Hall has been consummated. Therefore, the question of establishing a Hiring Hall is hereby reserved for the future consideration of the parties. Upon service of a sixty (60) days' notice in writing upon Employer from Union, such question shall be taken up for discussion and future negotiation by the parties hereto.

Article XIII UNION SECURITY

All new Employees shall be required to join the Union after the expiration of seven (7) days of employment or seven (7) days after the execution of this Agreement, whichever is later, and shall remain members of the Union in good standing as a condition of continued 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 is signed, and who are members of the Union at that time, shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

Employees covered by this Agreement at the time it has been signed, and who are not members of the Union at that time shall be required to join the Union seven (7) days after the date of execution of this Agreement and remain members of the Union in good standing as a condition of employment for the duration of this Agreement.

Article XIV **REPORTING FOR WORK**

Paragraph 1. If any Employee of the Employer shows up in the morning for work and is not put to work for any reason whatsoever, he shall receive at least two (2) hours' pay.

Weather conditions shall be an exception to the requirement for "show up" on reporting pay provided the Employer has notified the Employee by telephone or has required in writing that the Employee call before he departs from home. The Employer must provide a definite and available phone number and must post this provision on each job site.

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.

The Employer agrees that no punitive action shall be taken against their Employees, if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 2. In case of an accident requiring medical attention during working hours, Laborers shall be permitted to go for or be taken for medical attention at once, and shall be paid for lost time that day. In the event such injured Laborer is permitted to continue working by the doc-

tor, but is required to return for periodic medical attention during working hours by the insurance physician or company doctor, such injured Laborer shall be paid for lost time, but not to exceed two (2) hours' pay for such visit to the doctor.

Article XV

TRAINING AND APPRENTICE PROGRAM

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

Paragraph 2. APPRENTICESHIP AND TRAINING FUND. The Employer shall contribute ninety cents (\$0.90) per hour for each hour worked from June 1, 2021 to May 31, 2022 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, 2022, June 1, 2023, June 1, 2024 and June 1, 2025 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.

Paragraph 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.

Paragraph 4. The wages per hour paid to apprentices shall be as follows:

1st six (6) months: . . . 60% of journeyman (base) wages

2nd six (6) months: . . . 70% of journeyman (base) wages

3rd six (6) months: . . . 80% of journeyman (base) wages

4th six (6) months: . . . 90% of journeyman (base) wages

After twenty-four

(24) months: 100% of journeyman (base) wages

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

Paragraph 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 Paragraph 5. All apprentices must report their hours weekly to the JATC. All apprentices will be required to undergo testing by the

JATC for the presence of illegal substances at the time they enter the apprentice program.

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

The mandatory apprenticeship terms shall include the following:

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

2. Other terms of employment for apprentices shall be as set forth in this Article unless otherwise agreed by the JATC.

Article XVI SETTLEMENT OF DISPUTES

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

Paragraph 2. In the event that the matter is not settled, the Union may file a written grievance, which shall be submitted to a Joint Grievance Committee (hereinafter the "JGC") comprised of three (3) Employer representa-

tives selected by MARBA and three (3) Union representatives selected by the Construction and General Laborers' District Council of Chicago and Vicinity, which shall convene monthly. The JGC shall adopt its own rules of procedure. The Union must file the grievance within forty-five (45) days of the date of the occurrence giving rise to the grievance or when the affected Employee knew or reasonably should have known of the existence of the grievance. Grievances not filed within the forty-five (45) day period are deemed waived and are not subject to being processed through this procedure. The determination of the JGC shall be governed by majority vote, provided that the Employer representatives and Union representatives shall have equal voting power. If decided by majority vote, the grievance determination and any relief determined to be appropriate shall be final and binding upon all parties.

Laborers who prevail in their grievances shall be compensated for two (2) hours lost time to attend the JGC Grievance hearing. Grievances shall be dismissed if the grievant fails to appear at the scheduled hearing and no continuance is granted by the JGC.

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

Grievances alleging a violation of Article I of this Agreement shall be initiated with the designated company official and may be processed under the grievance procedure contained herein or advanced directly to arbitration at the discretion of the Union. Such grievances shall be subject to the same forty-five (45) day time limitation as provided under this Article. In the event the Union elects

to proceed directly to arbitration over a grievance concerning a violation of Article I of this Agreement said grievance must be referred to an arbitrator within thirty (30) days from the date of filing. The parties to the grievance may agree to extend the time in which the grievance is to be referred to an arbitrator by written mutual agreement. If the Union does not timely elect to proceed directly to arbitration of the grievance, the grievance shall be heard by the JGC and the process set forth in paragraphs 2 and 3 above shall apply.

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

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

Paragraph 6. With regard to this Article, the Union reserves its right, and it shall not be a violation of this Agreement, for the Union to strike, picket and/or withdraw its Employees from any Employer who fails to pay wages or fringe benefits as required under this Agreement. Except as provided in this Article, there shall be no strike, slowdown, withdrawal of men or other concerted refusal to work by the Union or the Employees during the term of this Agreement. Further, there shall be no lockout by the Employer. The Employer further agrees that no punitive action shall be taken against its Employees if said Employees refuse to cross a picket line that may be placed on the job or project of their Employer.

Paragraph 7. WAGE AUDITS. Where the grievance concerns wages that are reflected in a wage audit showing a pattern or practice of wage underpayment, the grievance

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

Article XVII **ALCOHOL AND SUBSTANCE ABUSE**

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

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

Article XVIII **PRE-JOB CONFERENCES**

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

ARTICLE XIX 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 XX 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 XXI PUBLIC HEALTH EMERGENCIES

In any county or portion thereof covered by this Agreement, if the Illinois Governor declares a public health emergency, and for the duration thereof, the Employer shall abide by recommendations from the Centers for Disease Control and Prevention (CDC) and the Illinois Department of Public Health (IDPH), and all applicable laws and regulations, for construction worker health and safety. If the Employer fails to timely comply with such requirements after notice from and discussion with the Union (including the District Council if requested), the Union may withdraw employees from any worksite not in compliance herewith.

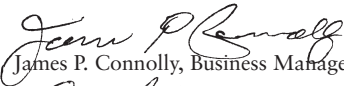
ARTICLE XXII APPROVAL


Paragraph 1. EMPLOYERS' WARRANTY. The signatory Associations and its bargaining association represent and warrant that they are the bargaining agents of all the individual Employers of the signatory Associations who are now or hereafter become members of said Associations and who assign to one or more of the Associations full authority to negotiate and execute this Agreement.

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

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

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

By:  James P. Connolly, Business Manager

By:  Charles LoVerde III, Secretary-Treasurer

**ILLINOIS ROAD AND TRANSPORTATION
BUILDERS ASSOCIATION**

**BY THE MID-AMERICA REGIONAL
BARGAINING ASSOCIATION**

By:  Seth Gudeman, 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 reassignment. 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.

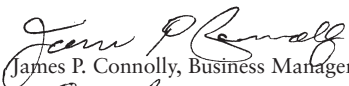
WORK RULES COMMITTEE


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

ILLINOIS ROAD AND TRANSPORTATION BUILDERS ASSOCIATION

BY THE MID-AMERICA REGIONAL BARGAINING ASSOCIATION

By:  Seth Gudeman, Chairman

Side Letter #1

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 #2

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

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

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

STATE OF ILLINOIS)
)
)
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I Karen Lewis, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Order in State File No. **2015-H-JN07-0853** and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address having caused each envelope to be served by **U.S. regular mail** with postage prepaid at 555 W. Monroe, Chicago, Illinois 60661 on the **16th** of **April, 2024** and/or by email prior to 4:30 p.m.

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Illinois Department of Labor