

K8597
1,000 workers

41 pp.

JUNE 1, 2001 TO MAY 31, 2006

BUILDING AGREEMENT

between the

CONCRETE CONTRACTORS ASSOCIATION
OF GREATER CHICAGO

and the

CONSTRUCTION AND GENERAL
LABORERS' DISTRICT COUNCIL
OF CHICAGO AND VICINITY

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TERM OF CONTRACT

This AGREEMENT entered into this 1st day of June, 2001 for Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone Counties by and between the CONCRETE CONTRACTORS' ASSOCIATION OF GREATER CHICAGO, hereinafter referred to as Employer, first party, 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, of the second party, shall remain in full force and effect until 11:59 p.m. on May 31, 2006.

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

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.

Article II HOURS AND OVERTIME

Paragraph 1. When one shift is used, eight (8) hours per day, between 8:00 a.m. and 4:30 p.m. from Monday through Friday, shall constitute the normal work day and straight time shall be paid. In weeks that have designated holidays that fall during the regular work week, but not more often than six (6) times per year, the Employer may schedule four (4) consecutive ten (10) hour days at straight time. The Union and the Employees must be informed and the Union must give permission to the Employer in writing.

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.

Paragraph 3. 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. The

first eight (8) hours' work shall be paid at straight time, the next 2½ hours at time and one-half and double time thereafter.

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 a time and one-half for the first eight (8) hours, and double time thereafter.

Paragraph 5. Overtime rates on single shift work starting at 8:00 a.m. Saturday, shall be time and one-half for the first eight (8) hours, and thereafter double time shall be paid until 8:00 a.m. Monday, unless changed by Paragraph 2 above. During the period between December 1 and March 15, Saturday may be used as make-up day at straight time while tending masons whose Local Unions observe similar conditions; provided, however, that after forty (40) hours have been worked, time and one-half will be paid.

Paragraph 6. Double time shall be paid for all hours worked between midnight and 6:00 a.m. unless multiple shifts are working.

Paragraph 7. If a Laborer is directed to and does report to the yard prior to the normal starting time, he shall be paid the appropriate wages from the time he arrives at the yard prior to the shift until the time he returns to the yard at the end of the shift.

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 regular working hours of different shifts overlap. The first shift shall begin between 6:00 a.m. and 9:00 a.m., regardless of the number of shifts employed.

Paragraph 3. 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.

Paragraph 4. Where more than one shift is employed, the shifts shall not overlap and shall be paid the following hourly wage differential in addition to the base wage, effective on the dates shown below:

<u>Shift</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
First	\$1.50	\$1.55	\$1.60	\$1.65	\$1.70
Second	\$1.75	\$1.85	\$1.95	\$2.05	\$2.15
Third	\$2.00	\$2.10	\$2.20	\$2.30	\$2.40

Paragraph 5. If the Laborer does not take lunch due to the Employer's request, he shall be paid premium pay after seven and one-half (7.5) hours of work.

Paragraph 6. When placing monolithic concrete, Laborers that do not receive lunch shall receive double time for all hours worked in lieu of the lunch hour, not to exceed thirty (30) minutes.

Paragraph 7. When multiple shifts are desired, the Union shall be notified before multiple shifts are allowed.

Article IV SUNDAYS, HOLIDAYS AND ELECTION DAYS

Paragraphs 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 President of the District Council.

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 day on Saturday shall be paid at time and one-half for the first eight (8) hours and double time thereafter.

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

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

Paragraph 2. All Employers covered by this Agreement shall deduct from the wages of Employees covered by said contract, working dues approved by the Union for each hour worked and shall remit monthly to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made. Dues remittance reports shall include a report of the hours worked and the wages earned by each Laborer.

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 the 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 audit expenses and attorney fees and costs. The Union may file suit, or strike the non-remitting Employer, or both for non-remittance or underpayment of dues. Employers that are delinquent in the remittance of dues shall be assessed an additional ten percent (10%) liquidated damages on the unpaid amount. The Union may audit the Employer to monitor its compliance with this Article.

Article VII UNION JURISDICTION

Any Employer who subcontracts any work covered by this Agreement will notify the Union of the subcontractor before such work is begun. Employer agrees that he will not sublet any work to any Employee.

(a) Any Employer who sublets any of the work coming within the jurisdiction of the Laborers shall directly assume the obligations of any subcontractor to the extent of the Laborer

employed on work under contract with the Employer for the prompt payment of Employees' wages, Welfare, Pension, IAF/Safety, Training and dues contributions, including reasonable attorneys' fees incurred in enforcing the provisions hereof. The Union will, upon written request, furnish written certification to any Employer as to whether a subcontractor's wages and payment of Welfare, Pension, Training, IAF/Safety and dues contributions are current.

(b) Employers shall not contract any work covered by this Agreement to be done at the site of the construction, alternation, or repair of a building, structure, or other work to any person, firm, or company who does not have an existing labor agreement with the CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY covering such work. The Union will, upon written request, furnish written certification to an Employer as to whether a subcontractor has an existing labor agreement with the Union.

(c) The terms and conditions of this Agreement shall apply to all Bargaining Unit work performed by the Employer performing such work indirectly if such work is performed by any business entity controlled by the Employer, or if the Employer is a corporation, controlled by the person who controls the Employer.

(d) The Employer shall notify the Union of all non-signatory subcontractors prior to such subcontractors commencing work. Upon request of the Union, any subcontractor that fails to become signatory to the Union labor contract within 24 hours of the Union's request shall be removed from the job site.

(e) The Employer shall not be liable for the wages and fringe benefits owed by the subcontractor. However, should the Employer either fail to timely notify the Union of a non-signatory subcontractor, or fail to remove the non-signatory subcontractor within 24 hours upon the Union's request, the Employer shall pay to the Union, and its employees on the jobsite, an amount to equal to the difference between the subcontractor's aggregate wages and benefits and the amount set forth in this Agreement for the entire period that the subcontractor works with a Union agreement on the job site.

Article VIII WAGES

Paragraph 1. The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 2001 to and including May 31, 2006, shall be as set forth below for the respective following classifications as further defined herein.

wages, fringe benefits and other funds by the Union in its sole discretion. The foregoing allocations may include allocations to LECET.

For the economic increases listed above, the Union shall also have discretion to allocate to another fund(s) to be established, up to a maximum of thirty cents (\$.30) per hour over the term of the Agreement (up to twelve cents (\$.12) in the first year and up to eighteen cents (\$.18) over the remaining years). The fund(s) shall indemnify and hold harmless Employers who have assigned their bargaining rights to a MARBA-represented Association for purposes of collective bargaining with the Union, and the MARBA-represented Associations party to this Agreement, and MARBA, as regards the creation, implementation and operation of the fund(s), other than the obligation to contribute the designated amounts to the fund(s), and such indemnity and hold harmless shall include the payment of all reasonable costs and attorney's fees actually incurred on behalf of the employer. The Employer shall give prompt notice to the fund(s) of any claims asserted or suits filed that are subject to indemnification.

CLASSIFICATION	6/1/01	6/1/02	6/1/03	6/1/04	6/1/05
Building Laborers.....	\$26.65	\$1.80	\$2.00	\$2.20	\$2.20
Fire Brick Work and Boiler Settler Laborers.....	26.975	to be allocated between wages and fringe benefits by the Union in its sole discretion. (See above paragraph)			
Jackhammerman (On Firebrick Work Only).....	26.925				
Boiler Setter Plastic Laborers.....	27.10				
Chimney Laborers (Over 40 Feet).....	26.75				
Chimney on Firebrick.....	27.00				
Scaffold Laborers.....	26.75				
Caisson Diggers.....	27.00				
Jackhammerman.....	26.875				
Power Driven Concrete Saws, Other Power Equipment.....	26.875				
Stone Derrickman and Handlers.....	26.85				
Fireproofing and Fire Shop Laborers.....	26.65				
Well Point System Men.....	27.00				
Pumps for Dewatering, other Unclassified Laborers.....	26.65				
Windlass and Capstan Person.....	26.80				
Cement Gun Nozzle					

Laborers (Gunitite).....	26.80
Cement Gun Laborers.....	26.725
Plaster Laborers.....	26.65
Apprentice (1st 6 Months)....	15.99
Apprentice (2nd 6 Months)...	18.655
Apprentice (3rd 6 Months)....	21.32
Apprentice (4th 6 Months)....	23.985
Apprentice (5th 6 Months)....	26.65

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

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

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

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

Asbestos Use For the period June 1, 2001 through May 31, 2002, a premium of fifteen cents (\$.15) per hour shall be paid to any Laborer required to work with asbestos who is a certified asbestos Laborer licensed by the State of Illinois as an Asbestos Abatement worker. Thereafter, no premium shall be paid.

Paragraph 2. WELFARE: Beginning the period from June 1, 2001 to May 31, 2002, the Employer agrees to make Health and Welfare contributions of \$3.45 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages herein stipulated. This \$3.45 per hour shall be paid to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity or a designated appointee at the end of each month.

That for the periods June 1, 2002 to May 31, 2003; June 1, 2003 to May 31, 2004; June 1, 2004 to May 31, 2005; June 1, 2005 to May 31, 2006; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training to be allocated from the economic package for that year. (See Article VIII, Paragraph 1)

The Employer agrees to 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.

Association elects to participate in the program, whichever is later, the Employer shall also contribute to the Training Fund an additional contribution of five cents (\$.05) per hour for each hour worked by all employees covered by this agreement, or a lesser amount as may be determined by the JATC. Effective June 1, 1999 and June 1, 2000, or on the date when the Association elects to participate in the program, whichever is later, the contribution shall be increased as determined by the JATC, but in no event shall the aggregate contributions under this paragraph 2 exceed five cents (\$.05) over the term of this Agreement.

Section 3. The term of apprenticeship shall be 4,000 hours, or two years, whichever occurs later. All Health and Welfare, Pension, Training Fund, Industry Advancement and other contributions required under this Agreement will commence immediately upon employment of an apprentice. Union affiliation will be required after seven (7) days of employment.

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

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

Section 6. Referral of apprentices will be through the Local Union with jurisdiction over the job site. All apprentices must be referred by the Local Union from approved JATC apprentices. Employers requesting apprentices will be assigned an apprentice from the available JATC 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 tested for the presence of illegal substances at the time they enter the apprentice program.

Paragraph 3. WELFARE: Beginning the period from June 1, 2001 to May 31, 2002, the Employer agrees to make Health and Welfare contributions of \$3.45 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages herein stipulated. This \$3.45 per hour shall be paid to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity or a designated appointee at the end of each month.

That for the periods June 1, 2002 to May 31, 2003; June 1, 2003 to May 31, 2004, June 1, 2004 to May 31, 2005, June 1, 2005 to May 31, 2006; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training and other funds to be allocated from the economic package for that year. (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, and agrees to be bound by all actions taken by the Trustees of that fund pursuant to the Agreements and Declarations of Trust.

Paragraph 4. PENSION: Beginning June 1, 2001 the Employer agrees to make a pension contribution of \$2.65 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages and welfare payments herein stipulated. This \$2.65 per hour shall be paid to the Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the periods June 1, 2002 to May 31, 2003; June 1, 2003 to May 31, 2004, June 1, 2004 to May 31, 2005, June 1, 2005 to May 31, 2006; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension and Training and other funds to be allocated from the economic package for that year. (See Article VIII, Paragraph 1)

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

well as any amendments thereto, and agrees to be bound by all actions taken by the Trustees of that fund pursuant to the Agreements and Declarations of Trust.

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

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

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

A grace period of thirty (30) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (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 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,

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.

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 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. SUPERVISORS: To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraphs 3 and 4 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 3 and 4 of Article VIII hereof.

Paragraph 7. OUT OF TOWN WORK. When Laborers who reside or work in the nine-county geographic area covered by this Agreement are asked 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.

Article IX BONDING

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.

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

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

**Article X
INDUSTRY FUND**

Paragraph 1. Each Employer shall pay the amount of seven cents (\$.07) for each hour worked by those employees covered under this Agreement to the CCA Industry Advancement Fund ("Industry Fund") and shall also pay the amount of six cents (\$.06) for each hour worked by those employees covered under this Agreement to the Chicago-area Laborers-Employees Cooperation Education Trust ("LECET") and shall also pay the amount of twelve cents (\$.12) for each hour worked by those employees to the Laborers' District Council Labor-Management Cooperation Committee ("LDC/LMCC").

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

Paragraph 3. Should any Employer fail to make payments to the Industry Fund, LECET Fund or LDC/LMCC, the Employer shall be liable for and pay, in addition to the delinquent contributions, interest at a rate of ten percent (10%) per year for such delinquencies, and to pay all costs of collection, including audit expenses and attorney fees and costs.

**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 exists 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 caissons 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 specially 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 prefabricated 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 as agreed upon in the Agreement with the Chicagoland Association of Wall and Ceiling Contractors, and Construction and General Laborers' District Council of Chicago and Vicinity.

(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 as hazardous heights in this work shall be paid chimney Laborers' rates.

(o) On salamander work or hearing 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 eight (8) or more Laborers are employed on any one job or project; there shall be a sub-foreman after the first sixteen (16) Laborers, and for each multiple of eight (8) Laborers employed thereafter to properly supervise the various phases of the work. A Sub-Foreman shall receive ~~\$.20~~^{75 MSK} 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 ~~\$.50~~^{1.30 MSK} 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 shall be paid by payroll check, which will include a stub or statement showing the number of hours worked and all deductions from wages. Failure on the part of the Employer to have sufficient funds in the bank to meet pay checks issued workers, shall deprive such Employers henceforth from the right to pay by checks and Joint Arbitration Board 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.

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. 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 Arbitration Board 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 Joint Arbitration Board an amount equal to the penalties provided in the appropriate Article of General Conditions of this Agreement, but under no circumstances shall such penalties be less than fifty (50%) percent of the amount of such pay shortage as just and liquidated damages because of such violation.

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 party of the second part who are found guilty of violation of this Agreement shall be dealt with by the party of the first part.

Paragraph 5. The Union reserves and shall have the right to remove its men 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.

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.

Article XII STEWARDS

Paragraph 1. The Business Agent of the Union in whose jurisdiction a job or project is located shall have the right to appoint one Laborer employed on the job as Steward on said job or project. Such 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 2. 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 Representative 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 Laborer appointed and acting as Steward shall not be discharged or laid off while other Laborers 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 Agent of the Local Union who appointed the Laborer to act as Steward.

Paragraph 3. 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.

Paragraph 4. Where an Employer has been found to have engaged in:

(a) a serious violation of the wage provisions of this Agreement as determined by the Joint Adjustment Board or by an arbitrator;

(b) a violation of the fringe benefit provisions of this Agreement, by a court order or by a delinquency settlement agreement; or

(c) a violation of the rules of the apprenticeship program as determined by the JATC;

then for the next six (6) months of active laborer employment, the Union shall have the right to appoint and place a steward of its own choosing on a then-current job of that Employer.

Article 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" 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. 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 ($\frac{1}{2}$) 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. DISCIPLINE FOR QUITTING: Any Employee who leaves his employment without giving the employer or his agent notice during the previous shift, shall be subject to discipline by the Arbitration Board.

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 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 in cash or 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 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:

The Employer, in response to the Union's claim that it represents an uncoerced majority of the bargaining unit employees, acknowledges and agrees that the Union has been authorized to and in fact does represent the majority of such employees in accordance with Section 9 of the National Labor Relations Act without the need for a Board certified election, and therefor the Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit falling under the classifications set forth in this Agreement in accordance with Section 9 of the Act.

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

Paragraph 4(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 Arbitration Board.

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, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structures and cleaning of all debris in building and construction area. The general cleanup, including sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishing 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.

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 filing of sand bags, handling timber and loading and unloading of same.

Concrete, Bituminous Concrete and Aggregates:

(a) Concrete, bituminous, concrete or aggregate for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, 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, 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 filing and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.

(c) The loading, unloading, carrying, distributing, placement 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, 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.

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, 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, floor 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 multiplate, liner plate, rings, mesh, mats or forms for any tunnel or shaft including the setting or 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 tremé 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 all pipe. Pipe

laying, leveling, and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, 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 a 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 obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

Underpinning, Lagging, Bracing, Propping and Shoring.

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right-of-way 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 chairmen, rodmen, grade markers, etc.

Factories: All work in factories, mills, 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.

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

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

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

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 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. WALL FORMS: Laborers shall erect all wall forms (Symon, Simplex, Plywood, Aluminum, Styrofoam, Peri Systems, etc.). Laborers shall remove, dismantle and clean all forms. Laborers shall erect and dismantle all gang forms.

Paragraph 8. FLYING FORMS: Laborers shall pre-fabricate, place, remove, clean and oil, dismantle and stockpile flying forms.

**Article XVI
ALCOHOL AND SUBSTANCE ABUSE**

Paragraph 1. The EMPLOYER and the UNION agree to the Substance Abuse and Recovery Program as described in this Article and further agree that EMPLOYER may only implement a policy regarding drug and alcohol abuse to the extent that it complies with the Program as described in this Article.

Paragraph 1.(a) That the pre-employment lung capacity test required by the Environmental Protection Agency shall not include a drug test or screen.

Paragraph 2. It is further agreed that there will be established a Joint Committee on Substance Abuse and Recovery which will be made up of three persons selected by the UNION and three persons selected by the Associations. This Committee shall meet on the request of any two members at reasonable times and places, no less often than quarterly. The Committee shall be empowered, upon the affirmation vote of 5 members of the Committee, to modify the drug and alcohol testing policy created herein which shall become binding upon the parties to this Agreement provided sixty days written notice has been served on the UNION and each Association and provided however that it shall take effect as to the employees of members of each Association only if such Association does not register its disagreement in writing with the UNION within thirty days of being notified.

Paragraph 3. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. EMPLOYER and the UNION have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program described in this Article is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of the employees covered by this Agreement.

Paragraph 4.(a) For the purpose of this Article, the phrase "Prohibited Substances" shall mean and include any illegal drugs, controlled Substances (other than prescribed medications), lookalike drugs, designer drugs and alcoholic beverages.

Paragraph 4.(b) For the purpose of this Article, the term Jobsite shall include that portion of the site on which construc-

tion or construction related activities is taking place as well as that portion of the site or project which is used for parking and shall also include automobiles, trucks and other vehicles owned or leased by the EMPLOYER or the Employer's office, shop or yard.

Paragraph 5. It is recognized that there are certain medications which may impair the performance of job duties and mental and/or motor functions. In such cases, with the permission of an Employee and after consultation with such Employee's physician or other physician, the Employer shall attempt to accommodate an Employee by reassignment to a job compatible with the administration of such medication.

Paragraph 6. An Employee who is involved in the sale, possession, purchase or distribution of Prohibited Substance on the jobsite may be subject to termination. An Employee who used a Prohibited Substance on the jobsite or is determined to be under the influence of Prohibited Substance on the jobsite, may be terminated.

Paragraph 7. No pre-employment screening shall be permitted and no random testing shall be permitted.

Paragraph 8. An Employee involved or injured in a workplace accident may, at the discretion of the EMPLOYER, be required to submit to a drug test.

Paragraph 9. It is agreed that under certain circumstances, an Employee whose work performance and/or behavioral conduct indicated that he or she is not in a physical condition that would permit the Employee to perform a job safely and efficiently will be subject to submitting urine, blood or breathalyser test to determine the presence of alcohol or drugs in the body, provided:

(a) The EMPLOYER has reasonable grounds to believe that the Employee is under the influence of or impaired by the use of Prohibited Substances. Reasonable grounds include abnormal coordination, appearance, behavior, speech, odor or any detectable amount of a Prohibited Substance. It can also include work performance.

(b) The supervisor's reasonable grounds must be confirmed by another management representative in conjunction with a representative of the UNION, which may be the Business Representative, Job Steward or Union Safety Representative if immediately available. Both management representatives describe such grounds in writing prior to any testing being directed.

(c) The Employee will be provided with an opportunity to explain his or her conduct at a meeting with the Representatives, including the UNION Representative referred to in Section 8(b), provided that such UNION Representative is reasonable available and provided further that all reasonable efforts have been made to attempt to have such UNION Representative present.

Paragraph 10. An Employee who refuses to submit to a test requested pursuant to Section 8 shall be offered the option of enrolling in a Member Assistance Program (MAP). In the event the employee elects to enroll in MAP such employee may be placed on an unpaid leave of absence. In the event the Employee refuses to do either, he shall be subject to termination.

Paragraph 11. Drug testing shall take place at a recognized medical facility or certified independent laboratory at the expense of the EMPLOYER.

Paragraph 12. 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 contained will be properly labeled and made tamper proof.

Paragraph 13. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

Paragraph 14. Any urine sample taken for testing shall be tested as follows:

(a) For screening; and

(b) In the event the screening test is positive, for confirmation testing by gas chromatograph/mass spectrometry (GC/MS). This test will be on a separate specimen other than the original specimen used at the initial screening. The initial test shall be paid for by the employer. Any subsequent retest shall be on a separate specimen and shall be paid by the requesting employee and shall be conducted within two (2) working days of the employee's notification of the positive test result.

Paragraph 15. Drug testing shall only be conducted by CAP or NIDA certified independent laboratory.

Paragraph 16. The EMPLOYER, all of his medical personnel, and the personnel of the laboratory/testing facility shall adhere to the American Occupational Medical Association's Code of Ethical

conduct for Physicians Providing Occupational Medical Services and to the AOMA Drug Screening in the Workplace Ethical Guidelines.

Paragraph 17. (a) An employee undergoing testing shall be placed on an unpaid leave of absence pending the results of the screening test.

(b) In the event that the results of the screening test are negative, the Employee shall be paid for all time involved in the testing process. In the event that the results of the screening test are positive, there shall be confirmation testing as described in Paragraph 13(b) above. In the event the results of the confirmation testing are negative, the Employee shall be reinstated without backpay. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

(c) In the event that the results of the confirmation testing are positive, the Employee will be given the opportunity to enroll in a recognized Member Assistance Program. In the event such employee declines to participate in the MAP, he shall be subject to termination.

Paragraph 18. (a) An Employee who fails to cooperate, abandons or does not complete the treatment program prescribed by the MAP counseling or who fails to live up to the terms and conditions of the Referral Agreement will be subject to termination.

(b) If treatment necessitates time away from work, the EMPLOYER 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 or her former employment status, if work for which he or she is qualified exists.

(c) In order to ensure confidentiality in the MAP program, the EMPLOYER shall designate a Management Employee as the Employee Assistance Representative for the EMPLOYER. This individual shall be the sole representative of the EMPLOYER who is in possession of Employee MAP information. This person shall be of at least the level of Job Superintendent.

(d) Whenever Owner or Awarding Agency specification require the EMPLOYER to provide a drug-free workplace, such additional requirements may be incorporated herein upon mutual agreement of the UNION and the EMPLOYER.

Article XVII
ADJUSTMENT 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.

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 ADJUSTMENT BOARD (hereinafter the "JAB") comprised of three (3) employer representatives selected by the Concrete Contractors' Association of greater Chicago and three (3) Union representatives selected by the Construction and General Laborers' District Council of Chicago and Vicinity, which shall convene monthly. The determination of the JAB 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 before the JAB shall be compensated by the Employer for time lost in order to attend the grievance hearing.

Paragraph 3. In the event that the JAB is deadlocked upon the disposition of a grievance, then either party may refer the matter to a neutral arbitrator by so notifying the other. The moving party shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, the American Arbitration Association, or other agreed source, provided that all arbitrators maintain their principle office in the Chicago area. The party selected by lot shall strike the first name from the list, then parties shall alternately strike names from the list until one arbitrator remains.

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

Paragraph 5. If the Employer fails to fully comply with an award of the JAB or arbitrator within seven (7) days' notice of the award, the Employer shall pay an additional ten percent (10%) liquidated damages on any monetary award, and the Employer shall further pay all costs and attorney fees incurred by the Union to enforce the award. Notwithstanding the foregoing, the Union may

further strike the non-complying Employer to compel the Employer's compliance with the award.

Paragraph 6. 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 and fringe benefits as required under this Agreement.

Article XVIII UNION PROTECTION

Notwithstanding anything in this Agreement to the contrary, the Employees covered by this Agreement shall not be required to work anywhere on any jobsite where the Union has established a picket line or withdrawn its Employees in a labor dispute.

Article XIX APPROVALS

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

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

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 COUNSEL OF CHICAGO AND VICINITY

By: James Plonay, Business Manager

By: Frank Riley, President/Secy.-Treasurer

CONCRETE CONTRACTORS' ASSOCIATION OF
GREATER CHICAGO

By: [Signature], PRESIDENT
MARK DEETJEN