

8599

### ADDENDUM TO LABOR AGREEMENT

This Addendum is made by and between the Construction and General Laborers' District Council of Chicago and Vicinity and its affiliated Local Union No. 225 (collectively, the "Union"), and the Illinois Environmental Contractors Association, Inc. to the collective bargaining agreement between them that is effective by its terms from June 1, 2004 to May 31, 2006 (the "CBA").

The parties hereby agree as follows:

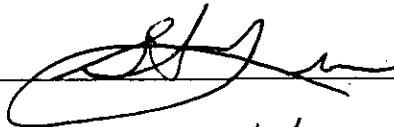
1. Article 13 paragraph 1 is amended to add the following after the first sentence:

Effective June 1, 2005, each Employer shall pay into the Industry Education Fund the amount of twelve cents (\$.12) for each hour worked for the Employer by those of his Employees covered by this Agreement.

2. All other terms and conditions of the CBA remain in full force and effect.

The parties acknowledge that they have read this addendum, understand its contents, accept and agree to its terms, and hereby execute it voluntarily on the dates shown:

ILLINOIS ENVIRONMENTAL  
CONTRACTORS ASSOCIATION, INC.

By: 

Dated: 6/1/05

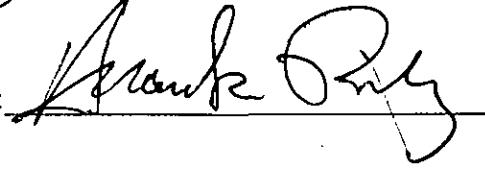
LABORERS' LOCAL NO. 225

By: 

Dated: 5/13/05

CONSTRUCTION AND GENERAL LABORERS'  
DISTRICT COUNCIL OF CHICAGO AND VICINITY

By: 

By: 

Dated: 5-13-05

**NEW SCALE OF WAGES FOR  
CONSTRUCTION AND GENERAL LABORERS  
EFFECTIVE 6-1-05 TO 5-31-06**

8599

Building Laborers . . . . .	30.15
Firebrick Work and Boiler Setter Laborers . . . . .	30.475
Jackhammer (on Firebrick Work only) . . . . .	30.725
Boiler Setter Plastic-Laborers . . . . .	30.70
Chimney Laborers (over 40 feet) . . . . .	30.25
Chimney Laborers (on Firebrick Work only) . . . . .	30.50
Scaffold Laborers . . . . .	30.25
Caisson Diggers . . . . .	30.50
Jackhammersmen . . . . .	30.375
<b>Power Driven Concrete Saws and Other</b>	
Power Equipment Laborers . . . . .	30.375
Stone Derrickmen and Handlers . . . . .	30.35
Fireproofing and Fire Shop Laborers . . . . .	30.15
Well Point System Men . . . . .	30.50
<b>Pumps for Dewatering and Other</b>	
Unclassified Laborers . . . . .	30.15
Windlass and Capstan Person . . . . .	30.30
Cement Gun Nozzle Laborers (Guniting) . . . . .	30.30
Cement Gun Laborers . . . . .	30.225
Plasterers' Laborers . . . . .	30.15
Bobcats . . . . .	30.15
Forklifts . . . . .	30.15
Asbestos Abatement Laborers . . . . .	30.15
Toxic and Hazardous Waste Removal Laborers . . . . .	30.15
Dosimeter Use By Laborers . . . . .	30.15
Apprentice (at 60% - 100% of Base Rate)	
Power Pack . . . . .	Use of the power driven piece of equipment shall be paid the rate of pay of the tool at the end of the power pack

Plus hourly contribution of:	
Welfare	6.86
Pension	3.94
Training	.17
LDCLMCC	.12
LECET	.05

Industry, CISCO and  
additional LECET Fund  
contributions where applicable

Fringe Benefit and applicable Industry Fund contributions must be mailed monthly to:

**Laborers' Pension & Welfare Funds**  
**33367 Treasury Center**  
**Chicago, IL 60694-3300**

**WORKING DUES deduction at  
1.75% of gross wages**

**Working Dues, LDCLMCC, LECET and CCIAF  
must be mailed monthly to:**

**Laborers' Work Dues Fund  
Department 4334  
Carol Stream, IL 60122-4334**

K 8599  
2,500 workers

JUNE 1, 1998 TO MAY 31, 2004

**ASBESTOS AGREEMENT**

**between the**

**ILLINOIS ENVIRONMENTAL  
CONTRACTORS ASSOCIATION, INC.**

**and the**

**CONSTRUCTION AND GENERAL  
LABORERS' DISTRICT COUNCIL  
OF CHICAGO AND VICINITY  
AND LABORERS LOCAL 225**

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### TERM OF CONTRACT

This AGREEMENT entered into this 1st day of June, 1998, for Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone Counties by and between the ILLINOIS ENVIRONMENTAL CONTRACTORS ASSOCIATION, INC., and all other Employers who sign a memorandum of Agreement assenting to be bound by this Agreement and CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, and its Local 225 hereinafter referred to as the UNION, shall remain in full force and effect until 11:59 p.m. May 31, 2004 and thereafter as modified through collective bargaining.

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 nor more than ninety days prior to May 31, 1996 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 with the Midwest Regional Bargaining Association for the life of the newly negotiated contract. Beginning with the 1996-97 Agreement the Illinois Environmental Contractors Association, Inc. may give notice of its intent to bargain.

In the absence of service of notice upon the Union by an Employer who is not a member of the IECA and who is a signator to a Memorandum assenting to be bound to this Agreement said Employer shall automatically be bound to the terms of the newly negotiated or renewed Illinois Environmental Contractors Association, Inc. for the live of that contract.

### **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 PRE-BID/PRE-JOB CONFERENCE**

Employer and Representatives of the Union are encouraged to hold a pre-bid-pre-job conference so that the start and continuation of work may progress without interruption. It shall be the purpose of the pre-bid/pre-job conference for the Employer and the Union to agree to such matters as the length of the job workweek and any shifts, subject to the provisions of Article IV; the number of men employed, the method of referral, appointment of a steward, hours in containment, the check-off of union dues and/or initiation fees, the applicable wage rates and fringe benefits contributions

in accordance with the contract, and any other matters deemed necessary.

### Article III HOURS AND OVERTIME

**Paragraph 1.** When one shift is used, eight (8) hours per day, 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, provided no violation of State or Federal law occurs. 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 without notice to or approval by the Union.

**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 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 .** Overtime rates on single shift work starting at 12:01 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. All work performed on Sundays and holidays shall be at double time.

**Paragraph 5 .** **SATURDAY MAKE-UP DAY.** Due to down time for air testing four (4) Saturdays per year may be used as make-up day to be paid at straight time for the first eight (8) hours and double time thereafter. Provided Employer notifies and registers in writing with the Union at least 48 hours in advance.

Employer's failure to register with the Union shall require premium pay for all Saturday work and the forfeiture of all future make-up days for the life of the Saturday agreement.

**CONTAINMENT WORK.** For work performed inside or outside containment, men shall receive one 15 minute break in the morning, a half hour unpaid lunch break and one 15 minute break in the afternoon. The contractor may request permission of the Union to combine breaks and lunch, giving the employee a one hour meal period.

No hours for work performed in containment will be permitted if found to violate any state or federal statutes, regulations or guidelines.

#### **Article IV 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.

**Paragraph 3.** When three (3) eight (8) hours shifts are used, the workmen shall receive eight (8) hours' pay for seven and one-half (7½) hours worked; one-half hour being allowed for eating.

**Paragraph 4.** When two twelve (12) hour shifts are used, an eating period of one-half hour shall be allowed each shift without deductions in pay and all time in excess of eight (8) hours shall be paid at the regular overtime rates, that is to say, and two and one-half (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 5.** When two eight (8) hour or two ten (10) hour shifts are used, an eating period of one-half (½) hour shall be allowed, but not paid for, but all time in excess of eight (8) hours worked shall be paid at the regular overtime rates, as set forth in Paragraph 4 of this Article.

**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 or any one shift.

#### **Article V 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 not to exceed two (2) hours' time 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 VI 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 VII CHECK-OFF AND 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 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 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 said deductions were made.

**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.

#### **Article VIII** **SUBCONTRACTING**

Employers covered by this Agreement shall retain all work traditionally performed by Laborers. Employer agrees that he shall not subcontract any work traditionally performed at a construction site by any persons other than those covered by a collective bargaining agreement with the Laborers District Council of Chicago and Vicinity. Any Employer who contracts out or sublets any of the work coming within the jurisdiction of the Union shall assume the obligations of any subcontractor for prompt payment of employees' wages or fringe benefits including reasonable attorneys fees incurred in enforcing the provisions hereof. Employer's violation of any provision of this Paragraph will give the Union the right to take any lawful action, including all remedies at law or equity.

## Article IX WAGES

**Paragraph 1.** The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 1998 to and including May 31, 2004, shall be as set forth below for the respective following classification of asbestos laborer as defined herein: The wage rates include an increase of \$.125 per hour effective June 1, 1998 to May 31, 1999 for a wage rate of \$23.35 per hour; June 1, 1999 to May 31, 2000, \$.125 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion; June 1, 2000 to May 31, 2001, \$.135 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion; June 1, 2001 to May 31, 2002, the aggregate wage and benefit per hour increase negotiated by the Union with the Mid-America Bargaining Association for the Builder's Association of Chicago (the "MARBA rate"), to be allocated between wages and fringe benefits by the Union in its sole discretion; June 1, 2002 to May 31, 2003, the MARBA rate to be allocated between wages and fringe benefits by the Union in its sole discretion; and June 1, 2003 to May 31, 2004, the MARBA rate to be allocated between wages and fringe benefits by the Union in its sole discretion

**Containment Premium.** The containment premium shall be ninety cents (\$.90) per hour effective June 1, 1998 through May 31, 1999; Sixty-five cents (\$.65) per hour effective June 1, 1999 to May 31, 2000; forty cents (\$.40) per hour effective June 1, 2000 to May 31, 2001; and fifteen cents (\$.15) per hour effective June 1, 2001 to May 31, 2002. Thereafter, there shall be no containment premium paid for the duration of this Agreement.

**Asbestos Labor Foreman** shall receive a minimum of Fifty (\$.50) Cents wage premium over and above top Laborers' Scale under his supervision except that in those cases for those Employers who have had a practice on or before July 15, 1991 of paying one (\$1.00) Dollar to its Foremen as a premium over and above top Laborers' Scale, then such Employer shall continue to pay One (\$1.00) Dollar to its Foremen.

**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.

### **Paragraph 2. LABORERS TRAINING FUND**

The Training Fund contributions shall be Ten (\$.10) Cents per hour for each hour worked from June 1, 1998 to May 31, 1999, for all employees covered under this Agreement to the Construction and General Laborers' District Council of Chicago and Vicinity Training Fund payable to the Training Fund or a designated appointee at the end of each month and such additional sums as the Union may

designate in its sole discretion from its total economic package on June 1 of each year covered under this Agreement. The terms of the trust establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessments, non-payments and grace periods as set out in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Training Fund.

**Paragraph 3. WELFARE:** Beginning the period from June 1, 1998 to May 31, 1999, the Employer agrees to make Health and Welfare contributions of \$3.27 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages herein stipulated. This \$3.27 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, 1999 to May 31, 2000; and June 1, 2000 to May 31, 2001; that on May 1 of each year, if able but not later than June 1, the Union at 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 IX, Paragraph 1.)

**Paragraph 4. PENSION:** Beginning June 1, 1998 the Employer agrees to make a pension contribution of \$2.05 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages and welfare payments herein stipulated. This \$2.05 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, 1999 to May 31, 2000; and June 1, 2000 to May 31, 2001; that on May 1 of each year, if able, but not later than June 1, the Union at 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 IX, Paragraph 1.)

The parties agree that the Employer shall make separate check for contributions to employee fringe benefit accounts and dues deductions, 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 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.

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. 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 IX 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 IX hereof.

**Article X**  
**DEMOLITION AND INTERIOR WRECKING**  
**(Strip out) WORK**

Asbestos removal, abatement and/or remediation that is performed in conjunction with the removal of a stationary structure, building or improvement, or in conjunction with interior wrecking or strip out work, shall be performed under the agreement between the Union and the Chicago Demolition Contractors' Association (CDCA). At the Union's request, the Employer shall provide a copy of the wrecking permit, demolition contract or other conclusive evidence that the asbestos work performed on a specific job site is performed in conjunction with complete demolition work, interior wrecking or strip out work as defined in the CDCA Agreement. If the Employer fails to provide such conclusive evidence within one (1) working day, then the asbestos work shall be covered under the terms of this agreement, retroactive to the commencement of the asbestos work, and continuing until such time as the Employer provides the conclusive evidence.

**Article XI**  
**TRAINEE/HELPER AND APPRENTICES**

**Section 1. TRAINEE/HELPERS**

The Trainee/Helper rate shall be Sixty-six (66%) Percent of the base rate rounded up to the nearest penny plus full benefit contributions to the Laborers' Health and Welfare and Pension Plans. After 800 hours of work in the industry, the rate shall be increased to eighty-five percent (85%) of the base rate rounded up to the nearest penny plus full benefit fund contributions. After 1600 hours work in the industry, the employee shall receive the full base rate plus full fringe benefit fund contributions. No present Laborer employee shall be replaced by a Trainee/Helper.

Employees with ten (10) or more Laborers will be allowed one (1) Trainee/Helper for every multiple of ten (10) Laborers per year. Said Trainee/Helper may work only 1600 hours in the construction industry which shall be cumulative among signatory Employers at the Sixty-six (66%) Percent rate or Eighty-five (85%) Percent rate, as applicable, after which time the Employee will become a full-rate Laborer, i.e. ten (10) Laborers - one (1) Trainee/Helper, twenty (20) Laborers - two (2) Trainee/Helpers, thirty (30) Laborers - three (3) Trainee/Helpers, etc.

Employers with three (3) to nine (9) Laborers will be allowed one (1) Trainee/Helper per year who may work only 1600 hours which shall be cumulative among signatory Employers at the appropriate rate (66% or 85%). Thereafter the Employee shall be compensated at the full Laborers' rate.

All Trainee/Helpers must be registered with the Laborers' District Council and the Training Fund. Upon inquiry by the Employers at time of registration the Training Fund shall notify Employer of the number of hours accumulated by the Trainee/Helper in the industry. Any Trainee/Helper not registered shall receive the full Laborers' rate. Violation of the above-stated ratios of Trainee/Helpers to Laborers will result in the Employer's forfeiture of the right to utilize Trainee/Helpers for one year.

All Health and Welfare, Pension, Industry and Trainee/Helper Fund contributions will commence immediately upon employment. Union affiliation will be required after seven (7) days of employment.

The Employer shall report monthly to the Training Fund the hours worked by each Trainee/Helper and the wages paid for such work.

## **SECTION 2. APPRENTICE PROGRAM**

In lieu of the Trainee/Helper Program provided for in Section 1, the Illinois Environmental Contractors Association, on behalf of the Employers covered under this Agreement, may elect in writing to participate in the Apprentice Program, described below. The Trainee/Helper Program and the Apprentice Program are mutually exclusive, and once the Association elects to participate in the Apprentice Program, Section 1 will be null and void, and no Employer shall be permitted thereafter to employ any Trainee/Helper.

**Paragraph 1. APPRENTICE COMMITTEE:** The Employer hereby agrees that the Joint Apprenticeship Training Committee (JATC) shall have the authority to establish rules for the apprenticeship program, including penalties for violations of the apprenticeship rules, which are incorporated herein by reference.

**Paragraph 2. APPRENTICE PROGRAM FUNDING:** The apprenticeship program administered by the JATC shall be self sustaining. In addition to the sums set forth in Article IX, Paragraph 2 of the Agreement, effective January 1, 1999, or on the date when the 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.

**Paragraph 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.

**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 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. 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.

If any Employer violates the provisions of this Article, it shall lose its right to employ Trainee/Helpers and Apprentices for one (1) year.

**Article XII**  
**BONDING**

(a)(i) Each Employer agrees that before commencing any work to which this Agreement applies a performance bond in the sum of Fifteen Thousand Dollars (\$15,000.00), shall be provided to insure the prompt and full payment of all wages, due to the Welfare Fund, Pension Fund, and Training Fund. Such bond, which shall be in the form appended hereto as Exhibit A or in an alternate form approved in writing by the parties hereto, shall:

(1) be written by an insurance carrier with reserves in excess of One Million Dollars (\$1,000,000.00) authorized, licensed, or permitted to do business in the State of Illinois; or

(2) be secured by a cash deposit of the full amount of such bond in an account maintained jointly by the Trustees of the four (4) funds; or

(3) be secured by other assets of personal sureties acceptable to the Trustees which equal or exceed in value the full amount of the bond; or

(4) be secured by any combination of (1), (2) and/or (3) above; and

(5) be payable to the Trustees of the respective funds, as their interest may appear, in the event Employer fails to make prompt and full payment of his fringe benefit fund contributions.

If for any reason the amount of value of the security provided by the Employer should decrease below the amount specified above, the Employer agrees to provide such additional security as may be necessary to restore it to the proper sum upon written request of the Trustees of any of the funds.

(a)(ii) The Association shall have the right to satisfy on behalf of its members, or any of them, the bonding requirement of paragraph (a)(i) above by the posting of a blanket bond in the amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). If any ASSOCIATION member is excluded from such bond, or if any Employer previously covered by such bond ceases to be eligible for coverage because of the cessation of its ASSOCIATION membership, the ASSOCIATION shall notify the Union and the respective funds of such exclusion in writing; bond coverage for the excluded member or Employer shall continue for sixty (60) days following receipt of such notice.

(a)(iii) In the event an Employer fails for any reason to satisfy the bonding requirements of paragraph (a)(i) above, the Employer shall be personally liable to the funds named in paragraph (a)(i) in the amount of Twenty Five Thousand Dollars (\$25,000.00)

plus all unpaid amounts in excess of that sum which are due the funds by that Employer. In the event the Employer is a corporation, liability under this paragraph shall be imposed not only on the corporation, but also personally on each corporate official of that Employer empowered to execute agreements or sign checks on the corporation's behalf, or to designate the persons empowered to execute agreements or sign checks on the corporation's behalf, or to designate the persons empowered to do so. The provisions of this paragraph shall in no way relieve or excuse any employer of the obligation to provide the bond described in paragraph (a)(i) above, nor shall this provision limit the personal liability of said corporate officers based on operation of law.

(a)(iv) Any Employer commencing work in violation of the requirements set forth above shall be in violation of the requirements set forth above shall be in violation of the fringe benefit fund contribution payment provisions of this Agreement.

(b) The Employer shall give notice to the Union and the appropriate fund offices 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:

- (1) Formation of Partnerships;
- (2) Termination of business;
- (3) Change of name commonly used in business operation;
- (4) Change in form of business organization;
- (5) Incorporation of business;
- (6) Dissolution of corporation;
- (7) Name and business organization of successor;
- (8) Admission to or withdrawal from any association operation as a multi-employer bargaining unit.

#### Article XIII INDUSTRY FUND

Paragraph 1. Effective June 1, 1998, each Employer shall pay into the Industry Education Fund the amount of \$.07, or such lesser amount as the Association shall specify in writing to the Union, for each hour worked for the Employer by those of his Employees covered by this Agreement. An Employer shall make the Industry Education Fund payments at the same time and in the same manner as payments to the Laborers Training Fund, and the Union will promptly deposit the Industry Education Fund payments in a depository as directed by the Illinois Environmental Contractors Association, Inc. and will provide to the Association a report showing for each Employer the hours worked and the amount of the payment made.

Paragraph 2. The Industry Education Fund shall be used by the Illinois Environmental Contractors Association, Inc. for office and administrative expenses, collective bargaining, contract adminis-

tration, promotion of the asbestos and lead abatement industry, educational programs, and related activities in accordance with the Association's Constitution and By-Laws, provided that the Industry Education Fund shall not be used to oppose the Union's efforts to organize workers in the asbestos and lead abatement industry, to finance any legal action against the Union, or for political activity.

**Paragraph 3.** Inasmuch as the existence and utilization of the Industry Education Fund should result in increased employment and, therefore, in increased 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. If an Employer fails to make the payments required by this Article within thirty days following notice of default, the Association may commence an action against such Employer in any court having jurisdiction over the parties and the subject matter to collect the unpaid amount, plus attorney's fees, court costs, interest on the unpaid amount at the rate of 1% per month from the date when the payment was initially due until the date when it is received, and liquidated damages in the amount of 10% of the unpaid amount.

**Paragraph 4.** Effective June 1, 1998, each Employer shall pay the amount of two cents (\$.02) for each hour worked by those employees covered under this Agreement to the Chicago-Area Laborers-Employers Cooperation Education Trust ("LECET"). If an Employer defaults in paying this contribution, the Trustees may pursue the same remedies as are specified in Paragraph 3 above.

#### **Article XIV** **PARTICULAR WORK RULES AND** **CLARIFICATION OF CONDITIONS**

**Paragraph 1.** 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 pay checks issued workers, shall deprive such Employers henceforth from the right to pay by checks.

**Paragraph 2.** 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 3.** 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 of such violation, the Employer shall immediately pay the unpaid balance due in accordance with the wage herein stipulated

and a penalty of 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 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.

**Paragraph 4.** 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 5.** The Employer hereby agrees to maintain proper temporary toilet and drinking facilities accessible to all Employees on the job and to comply with all OSHA, E.P.A., State and Federal guidelines covering such work.

**Paragraph 6.** The Employer shall furnish a suitable place, properly heated when reasonably necessary, where Laborers may eat and change their clothes.

**Paragraph 7. SOURCES FOR HIRING:** When the Employer needs additional employees, he shall give the Local 225 equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by Local 225 and neither the Laborers' District Council or Local 225 is an exclusive hiring hall. In those instances where an Employer may contact Local 225 for referrals, Local 225 shall select and refer applicants for employment without discrimination against such applicant's by reason of membership or non-membership in Local 225 and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership, polices or requirements. All such referrals shall be in accordance with the following procedure:

(1) The person must be an asbestos abatement laborer licensed by the State of Illinois or possess such skill and experience as would qualify for license.

That referral shall be made by chronological listing by date of registration with Local 225. However, when the Employer makes a special request for former employees, or specifically named individuals, Local 225 will attempt to honor such request.

#### **Article XV** **STEWARDS**

**Paragraph 1.** In order to secure observance of the provisions of this Agreement, each job shall have a Steward who shall be the

second man on the job. 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 employee from that other employee's previously assigned duties.

The Union shall attempt to appoint a Steward from among the Employer's existing work force. If, in the Union's discretion, it cannot select a suitable Steward from among the Employer's existing work force, or if it is no longer satisfied with the present Steward, it shall refer a Steward to the job. Any Steward referred to a job must be properly licensed, must pass a physical examination if required of all other newly-hired employees, and must be able to perform the Employer's required work to the same extent as all other employees. In addition, any Steward referred to a job must be certified by the Union under its Steward training program. In referring a Steward to a job, the Union will give due consideration to the residency requirements or hiring goals which may apply to the job under local, state or federal law.

A Steward who is transferred by an Employer to another job will be regarded as a suitable Steward if the Employer or the Steward promptly notifies the Union of the transfer and the Union does not object to such person's serving as Steward on the job. If a violation of this paragraph occurs, an appropriate remedy shall be determined through the grievance procedure.

**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.

## Article XVI 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 2 hours' pay, if the Laborer is put to work he shall receive 4 hours pay if he works in excess of 4 hours and is then sent home he shall be paid for 8 hours if he is prevented from completing a full days work because of circumstances beyond the control of the 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 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.

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 XVII PAYDAY

**Paragraph 1.** It is agreed that Employees shall be paid before quitting time on Friday 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 and 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.

**Paragraph 3.** Employers who observe a different practice regarding pay day from that set forth in Paragraphs 1 and 2 above may continue to observe that practice.

#### **Article XVIII** **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 asbestos and hazardous waste abatement or removal or such other work as may be directed by the Employer, his foreman or agent.

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

**Paragraph 3.** The Employer shall furnish all necessary protective equipment, respirators, and air quality testing devices.

Employer shall furnish each laborer with the following tools:

- 1 claw hammer
- 1 flat head screwdriver
- 1 Phillips screwdriver
- 1 utility knife
- 1 tin snip
- 1 tape measure

Employees must maintain these tools and bring them with them upon reporting to work. A failure to report to work with the proper tools to perform the work which results in the Employer's determination that the person is unable to perform that day's work may result in a one day suspension. The suspended employee will not receive show up time. The responsibility to replace the tools is solely that of the Employer.

If employer performs any other work falling with the traditional jurisdiction of the laborers' Union, Employer shall be bound to the terms of agreement covering such work, but shall not be used to reduce wages or benefits of work covered under this agreement.

**Paragraph 4. RECOGNITION OF BARGAINING REPRESENTATIVE:** Employer in response to the Union's claim that it represents an uncoerced majority of each Employer's laborer employees acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and does in fact represent such majority of laborer employees. Therefore, the Union is recognized as the sole and exclusive collective bargaining representative for the

employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of employment in accordance with Section 9 of the National Labor Relations Act without the need for Board Certification election.

Employer 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). SCOPE OF WORK:** The branches of work covered by this Agreement are: asbestos, abatement laborer duties including all tasks related to asbestos abatement or removal. This includes, but is not limited to the handling, removal, abatement, or encapsulation of asbestos and/or toxic or hazardous waste or materials. It shall include the following: loading, unloading, erection, moving servicing, and dismantling of all enclosures, barricades, chambers, scaffolding or decontamination units required for the removal, control, or containment of asbestos or clean up on the job or project site: the operation of all tools and equipment: including, but not limited to, generators, compressors, and vacuums used in the removal and abatement of toxic or hazardous waste or materials: the labeling, bagging, cartoning, crating or otherwise packaging of materials for disposal, the clean up of work site and all other work incidental to the handling, removal, control, abatement, disposal and/or encapsulation of asbestos and/or toxic or hazardous waste or materials. All of the described work shall be performed by the asbestos abatement laborer in conformance with all applicable federal, state, and municipal statutes, regulations, ordinances and standards.

**Paragraph 4(b). HAZARDOUS WASTE** The duties include clearing brush and trees, installing fence and erosion curtains, building dikes with sandbags and/or soil and lining with plastic materials, site cleaning such as removal of steel, wood, trash, etc. Locating buried lines, sewer, and drums, and establishing their condition, overpacking, applying absorbants to leaking material, handling and rigging of all materials and general clean-up of leaked materials and chemicals, opening sample drums, label and bulk liquids from drums into other containers. The Laborers are responsible for decontamination of all tools, equipment, and personnel on site. Lining truck beds with plastic, operating pumps and equipment necessary to drain or fill ponds, lagoons, and slurry walls.

**Paragraph 4.(c) LEAD BASE PAINT ABATEMENT** The abatement and disposal of Lead-Base Paint is an environmental and occupational hazard and not a preparation for painting. The members of the Laborers' International Union of North America claim all the work related to the abatement and disposal of Lead-Base Paint on both exterior and interior structures.

The duties include all work in connection with the handling, control, removal, stripping, abatement, encapsulation or disposal of Lead-Base Paint and related residues by chemical or mechanical means and the use and manning of all tools and machinery used in the removal or transportation of lead-based paint and residue.

The work task shall include, but not be limited to the erection, moving, servicing, and dismantling of all enclosures, loading, unloading, set up equipment normally used in the handling, control, removal or disposal of asbestos and Lead-Base Paint; the bagging, cartoning, crating and otherwise packaging of materials for disposal and the decontamination of all tools, equipment, and personnel on site for toxic chemicals, waste, lead and asbestos.

**Paragraph 4.(d)** All such other work as traditionally performed in the construction industry by laborers including the operation of bobcats, forklifts, uniloaders, mechanized scaffolding, water blasting tending other trades and such tasks as set forth in the Laborers' Manual of Jurisdiction.

**Paragraph 5. 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.

**Paragraph 6. 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.

#### **Article XIX 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 construction 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 breathalyzer 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 spectrophotometry (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 XX ACCRETIONS AND SUCCESSORS**

(a) **ACCRETIONS** This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including but not limited to newly established or acquired operations.

(b) **SUCCESSORS** This Agreement and any supplemental or amendments thereto, hereinafter referred to collectively as "agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

In the event the Employer's business is, in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee,

or lessee has agreed in writing to assume the obligations of this Agreement.

**Article XXI**  
**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 with the Employer, provided that the grievance is filed no later than the later of ninety (90) days after the events giving rise to the grievance or forty-five (45) days after the Union or the affected employees knew about the events giving rise to the grievance, whichever is sooner. The grievance shall be submitted to a JOINT ADJUSTMENT BOARD (hereafter the "JAB") comprised of three (3) Employer representatives selected by the Illinois Environmental Contractors' Association and three (3) Union representatives selected by the Construction and General Laborers' District Council of Chicago and Vicinity. The JAB shall convene on a monthly basis if there are grievances pending. Grievance decisions of the JAB shall be by majority vote, provided that the Employer representatives and Union representatives shall have equal voting power. If decided by majority vote, the grievance decision and any relief determined to be appropriate shall be final and binding upon all parties.

**Paragraph 3.** In the event that the JAB is deadlocked upon the disposition of a grievance, then the Employer or the Union may refer the matter to a neutral arbitrator by so notifying the other within thirty (30) days of the deadlock. The moving party shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, provided that all arbitrators on the list must maintain their principal office within the State of Illinois and must be members of the National Academy of Arbitrators. The parties shall alternatively strike arbitrators from the list, with the party striking first to be determined by a coin flip, until one arbitrator remains.

**Paragraph 4.** The decision of the arbitrator shall be final and binding upon the Employer and the Union. The arbitrator shall not be empowered to amend, alter or add to this Agreement. The arbitrator's expenses shall be paid by the Employer if the grievance is sustained in whole or in part and shall be paid by the Union if the grievance is denied.

**Paragraph 5.** The provisions in this Article relating to the JAB shall remain in full force and effect until May 31, 2001, and thereafter shall remain in effect only by written agreement between

IECA and the Union. If the provisions relating to the JAB are terminated at that time, then all provisions relating to grievances and arbitration shall remain in effect, except that no grievances will be heard and decided by the JAB.

**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 or fringe benefits as required under this Agreement.

#### **Article XXII MOST FAVORED NATIONS**

**Paragraph 1.** The Union shall not enter into a labor contract with another employer covering the same type of work as is covered by this Agreement with more favorable terms to the employer with regard to Articles III, IV, V, IX, X, XI, XII, XIII, and XV the matters covered in these Articles are referred to herein as the "economic terms") without prior written notice to the Association. Such written notice shall include a copy of the proposed labor contract.

**Paragraph 2.** In cases in which there may be a dispute or uncertainty as to whether the labor contract would be found to contain more favorable economic terms than this Agreement, the Union may obtain an early determination by submitting the issue directly to expedited arbitration. In order to invoke the provisions of this Paragraph, the following must occur:

a. Within twenty-four (24) hours of proposing or entering into a labor contract, the Union must serve, by hand or facsimile, a copy of the contract on the Association. Service must be made upon the Association (telefax 312-382-1328, the Association President Steven Luse (telefax 708-681-6172) and the Association's counsel John Jacoby (telefax 312-609-5005). The Association must notify the Union of any changes in these persons or telefax numbers by written notice.

b. By 5:00 p.m. on the next business day following receipt of the contract described above in paragraph 2.a., the association must serve, by hand or facsimile, notice that it considers the contract to contain more favorable economic terms than this Agreement.

c. Within twenty-four (24) hours after serving notice to the Union as described above in paragraph 2.b., the Association must commence expedited arbitration proceedings with the American Arbitration Association.

d. The issue to be arbitrated is whether the disputed labor contract contains more favorable economic terms than this Agreement. The chosen arbitrator shall schedule a hearing at the

earliest possible time, shall render a final and binding decision and award upon the conclusion of the hearing, and shall otherwise conduct the process so as to expedite a decision.

e. If the arbitrator decides that the disputed labor contract contains more favorable economic terms than this Agreement, the Union may then exercise one of three options:

- (i) It may void the more favorable agreement; or
- (ii) It may substitute the economic terms of this agreement for the more favorable terms contained in the disputed agreement; or
- (iii) It may consent to have the more favorable terms incorporated into this Agreement.

f. If the Union fails to timely comply with its obligations to the Association as required under this Article, the Association at its option may upon learning of the more favorable terms incorporate those terms into this Agreement retroactively to the last date that the Union could have provided timely notice.

g. If the Association fails to timely comply with its obligations as required under this Article, it shall thereby waive its right to incorporate the more favorable economic terms into this Agreement.

#### Article XXIII 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 job site where the Union has established a picket line or withdrawn its employees in a labor dispute.

#### Article XXIV APPROVALS

**Paragraph 1.** It is mutually agreed that the Construction and General Laborers' District Council of Chicago and Vicinity and Laborers' Local 225 shall, in writing, by an authorized officer, approve and guarantee the fulfillment of all the provisions of this Agreement.

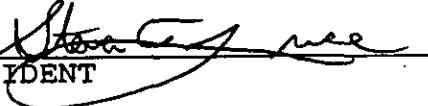
**Paragraph 2. SAVING CLAUSE** Any provisions contained herein which is contrary to or held to be in violation of any State or Federal Law shall be void and of no force or effect, and this Contract shall be construed as though such void provision were not a part hereof, it being intended that the other provisions of this Contract shall not be affected thereby.

**Paragraph 3. 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 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 4. 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.

ILLINOIS ENVIRONMENTAL  
CONTRACTORS ASSOCIATION, INC.

BY:

  
PRESIDENT

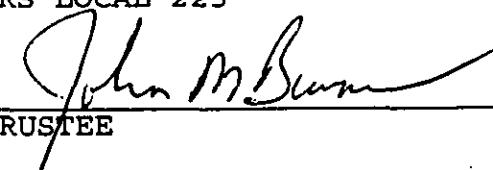
CONSTRUCTION AND GENERAL LABORERS  
DISTRICT COUNCIL OF CHICAGO  
AND VICINITY

BY:

  
TRUSTEE

LABORERS LOCAL 225

BY:

  
TRUSTEE

K 8599  
2,500 workers

JUNE 1, 1996 TO MAY 31, 1998

**ASBESTOS AGREEMENT**

between the

ILLINOIS ENVIRONMENTAL  
CONTRACTORS ASSOCIATION, INC.

and the

CONSTRUCTION AND GENERAL  
LABORERS' DISTRICT COUNCIL  
OF CHICAGO AND VICINITY  
AND LABORERS LOCAL 225

**RECEIVED**  
Laborers' District Council

**MAY 21 1999**

**ASBESTOS AGREEMENT**

**between the**

**ILLINOIS ENVIRONMENTAL  
CONTRACTORS ASSOCIATION, INC.**

**and the**

**CONSTRUCTION AND GENERAL  
LABORERS' DISTRICT COUNCIL  
OF CHICAGO AND VICINITY  
AND LABORERS LOCAL 225**

-----

**TERM OF CONTRACT**

This A G R E E M E N T entered into this 1st day of June, 1996, for Cook, DuPage, Lake, Will, Grundy, Kendall, Kane, McHenry and Boone Counties by and between the ILLINOIS ENVIRONMENTAL CONTRACTORS ASSOCIATION, INC., and all other Employers who sign a memorandum of Agreement assenting to be bound to this Agreement and CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, and its Local 225 hereinafter referred to as the UNION, shall remain in full force and effect until 11:59 p.m. May 31, 1998 and thereafter as modified through collective bargaining.

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 nor more than ninety days prior to May 31, 1998 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 with the Midwest Regional Bargaining Association for the life of the newly negotiated contract.

In the absence of service of notice upon the Union by an Employer who is not a member of the IRECA and who is a signator to a Memorandum assenting to be bound to this Agreement said Employer shall automatically be bound to the terms of the newly negotiated or renewed Illinois Regional Environmental Contractors Association, Inc. for the life of that contract.

**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**  
**PRE-BID/PRE-JOB CONFERENCE**

Employer and Representatives of Laborers' Local 225 shall hold a pre-bid/pre-job conference so that the start and continuation of work may progress without interruption. It shall be the purpose of the pre-bid/pre-job conference for the Employer and the Union to agree to such matters as the length of the job workweek and any shifts, subject to the provisions of Article IV; the number of men employed, the method of referral, appointment of a steward, hours in containment, the check-off of union dues and/or initiation fees, the applicable wage rates and fringe benefits contributions in accordance with the contract, and any other matters deemed necessary.

All arrangements reached at the pre-job conference shall be committed to writing and signed as agreed by with the Union and the Employer.

Failure to conduct a pre-job conference is a violation of the contract. No deviation from the contract on the part of the Employer can occur without a pre-job conference.

**ARTICLE III**  
**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, provided no violation of State or Federal law occurs. 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. Any work requiring an earlier or later start or finish shall be at premium pay subject to the above paragraph and other provisions of the contract. The Union shall make all reasonable efforts to supply its written response within forty-eight (48) hours, exclusive of weekends.

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 2 1/2 hours at time and one-half and double time thereafter.

Paragraph 4. If shift work is required the District Council may grant permission in writing at a pre-job conference. The District Council shall grant written permission upon their receipt of the Building Owner's written request evidencing the need for a change in shift because the work cannot be performed during normal work hours as a result of exposure, health, or hazardous conditions to others. The Union shall make all reasonable efforts to supply its written response within forty-eight (48) hours, exclusive of weekends. If the Employer fails to obtain written permission to perform shift work from the District Council, then double time pay for all hours will be due. There is no shift differential.

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. All work performed on Sundays and holidays shall be at double time.

Paragraph 6. SATURDAY MAKE-UP DAY. Due to down time for air testing six (6) Saturdays per year may be used as a make-up day to be paid at straight time for the first eight (8) hours and double time thereafter. Provided Employer notifies and registers in writing with the Union at least 48 hours in advance.

Employer's failure to register with the Union shall require premium pay for all Saturday work and the forfeiture of all future make-up days for the life of the Saturday agreement.

CONTAINMENT WORK. For work performed inside or outside containment, men shall receive one 15 minute break in the morning, a half hour unpaid lunch break and one 15 minute break in the afternoon. The contractor may request permission of the Union to combine breaks and lunch, giving the employee a one hour meal period.

No hours for work performed in containment will be permitted if found to violate any State or Federal Statute regulation or guideline.

#### ARTICLE IV 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 arrangement, the work week shall start at 12:00 o'clock midnight Sunday, and continue until 11:59 p.m. Friday. In no event shall regular working hours of different shifts overlap.

Paragraph 3. When three (3) eight (8) hour shifts are used, the workmen shall receive eight (8) hours' pay for seven and one-half (7 1/2) hours worked; one-half hour being allowed for eating.

Paragraph 4. When two twelve (12) hour shifts are used, an eating period of one-half hour shall be allowed each shift without deductions in pay and all time in excess of eight (8) hours shall be paid at the regular overtime rates, that is to say, and two and one-half (2 1/2) 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 5. When two eight (8) hour or two ten (10) hour shifts are used, an eating period of one-half (1/2) hour shall be allowed, but not paid for, but all time in excess of eight (8) hours worked, shall be paid at the regular overtime rates, as set forth in Paragraph 4 of this Article.

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 of any one shift.

#### ARTICLE V 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 President of the District Council.

Paragraph 2. On 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, 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 VI 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 VII CHECK-OFF AND DUES DEDUCTIONS

Paragraph 1. Employers also agree to deduct from the net earning 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 in the amount of twenty-five (\$.25) cents per hour or such amount approved by the Union for each hour worked and shall remit monthly to the Union office the sums so deducted, tog ther

with an accurate list of Employees from whose wages said dues were deducted and the amount applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made.

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.

#### ARTICLE VIII SUBCONTRACTING

Employers covered by this Agreement shall retain all work traditionally performed by Laborers. Employer agrees that he shall not subcontract any work traditionally performed at a construction site by any persons other than those covered by a collective bargaining agreement with the Laborers' District Council of Chicago and Vicinity. Any Employer who contracts out or sublets any of the work coming within the jurisdiction of the Union shall assume the obligations of any subcontractor for prompt payment of employees' wages or fringe benefits including reasonable attorneys fees incurred in enforcing the provisions hereof. Employer's violation of any provision of this Paragraph will give the Union the right to take any lawful action, including all remedies at law or equity.

#### ARTICLE IX WAGES

Paragraph 1. The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 1996 to and including May 31, 1998, shall be as set forth below for the respective following classification of asbestos laborer as defined herein. The wage rates include an increase of \$.75 per hour effective June 1, 1996 to May 31, 1997 for a wage rate of \$22.60 per hour. June 1, 1997 to May 31, 1998, \$1.00 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion.

Asbestos Labor Foreman shall receive a minimum of Fifty (\$.50) Cents wage premium over and above top Laborers' Scale under his supervision except that in those cases for those Employers who have had a practice on or before July 15, 1996 of paying One (\$1.00) Dollar to its Foremen as a premium over and above top Laborers' Scale, then such Employer shall continue to pay One (\$1.00) Dollar to its Foremen.

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

Paragraph 2. LABORERS TRAINING FUND. In the period June 1, 1996 through May 31, 1997 Employer shall contribute \$.10 per hour for each hour worked under this agreement to the Construction and General Laborers' District Council of Chicago and Vicinity payable to the Training Fund or a designated appointee at the end of each month and such additional sums and the Union may designate in its sole discretion from its total economic package on June 1, 1997. The terms of the trust establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessments, non-payments and grace periods as set out in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Training Fund. Use of Trainees or reduction in pay are forbidden under this agreement.

Paragraph 3. WELFARE Beginning the period from June 1, 1996 to May 31, 1997, the Employer agrees to make Health and Welfare contributions of \$3.17 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages herein stipulated. This \$3.17 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 period June 1, 1997 to May 31, 1998, on May 1, 1997, if able but not later than June 1, 1997, the Union at 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 IX, Paragraph 1.)

Paragraph 4. PENSION Beginning June 1, 1996 to May 31, 1997, the Employer agrees to make a pension contribution of \$1.65 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages and welfare payments herein stipulated. This \$1.65 per hour shall be paid to the Laborers' Pension Fund or to a designated appointee at the end of each month.

That for the period June 1, 1997 to May 31, 1998, on May 1, 1997, if able but not later than June 1, 1997, the Union at 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 IX, Paragraph 1.)

The parties agree that the Employer shall make separate check for contributions to employee fringe benefit accounts and dues deductions, 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. SUPERVISORS To the extent permissible by the Internal Revenue Service or any Federal Act, and for the purposes of Paragraph 3 and 4 of Article IX 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 IX hereof.

#### ARTICLE X BONDING

(a) (i) Each Employer agrees that before commencing any work to which this Agreement applies a performance bond in the sum of Fifteen Thousand Dollars (\$15,000.00) shall be provided to insure the prompt and full payment of all wages and contributions due to the Welfare Fund, Pension Fund, and Training Fund. Such bond, which shall be in the form appended hereto as Exhibit A or in an alternate form approved in writing by the parties hereto, shall:

(1) be written by an insurance carrier with reserves in excess of One Million Dollars (\$1,000,000.00) authorized, licensed, or permitted to do business in the State of Illinois; or

(2) be secured by a cash deposit of the full amount of such bond in an account maintained jointly by the Trustees of the four (4) funds; or

(3) be secured by other assets or personal sureties acceptable to the Trustees which equal or exceed in value the full amount of the bond; or

(4) be secured by any combination of (1), (2), and/or (3) above; and

(5) be payable to the Trustees of the respective funds, as their interest may appear, in the event the Employer fails to make prompt and full payment of his fringe benefit fund contributions.

If for any reason the amount of value of the security provided by the Employer should decrease below the amount specified above, the Employer agrees to provide such additional security as may be necessary to restore it to the proper sum upon written request of the Trustees of any of the funds.

(a) (ii) The Association shall have the right to satisfy on behalf of its members, or any of them, the bonding requirement of paragraph (a) (i) above by the posting of a blanket bond in the amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). If any ASSOCIATION member is excluded from such bond, or if any Employer previously covered by such bond ceases to be eligible for coverage because of the cessation of its ASSOCIATION membership, the ASSOCIATION shall notify the Union and the respective funds of such exclusion in writing; bond coverage for the excluded member or Employer shall continue for sixty (60) days following receipt of such notice.

(a) (iii) In the event an Employer fails for any reason to satisfy the bonding requirement of paragraph (a) (i) above, the Employer shall be personally liable to the funds named in paragraph (a) (i) in the amount of Twenty Five Thousand Dollars (\$25,000.00) plus all unpaid amounts in excess of that sum which are due the funds by that Employer. In the event the Employer is a corporation, liability under this paragraph shall be imposed not only on the corporation, but also personally on each corporate official of that Employer empowered to execute agreements or sign checks on the corporation's behalf, or to designate the persons empowered to execute agreements or sign checks on the corporation's behalf, or to designate the persons empowered to do so. The provisions of this paragraph shall in no way relieve or excuse any employer of the obligation to provide the bond described in paragraph (a) (i) above, nor shall this provision limit the personal liability of said corporate officers based on operation of law.

(a) (iv) Any Employer commencing work in violation of the requirements set forth above shall be in violation of the fringe benefit fund contribution payment provisions of this Agreement.

(b) 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:

- (1) Formation of Partnerships
- (2) Termination of business;
- (3) Change of name commonly used in business operation;
- (4) Change in form of business organization;
- (5) Incorporation of business;
- (6) Dissolution of corporation;
- (7) Name and business organization of successor;
- (8) Admission to or withdrawal from any association operation as a multi-employer bargaining unit.

ARTICLE XI  
INDUSTRY FUND

Paragraph 1. June 1, 1996, each Employer shall pay into the ILLINOIS ENVIRONMENT ADVANCEMENT FUND (hereinafter sometimes referred to as the "Industry Fund") in the amount of \$.05 for each hour worked for the Employer by those of his Employees covered by this Agreement.

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

Paragraph 3. Inasmuch as the existence and utilization of this Industry Fund should result in increased employment 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 provided said funds are not used for any anti-union purpose or for collective bargaining and a yearly accounting disclosing the total of all Fund expenses is provided the Union.

ARTICLE XII  
PARTICULAR WORK RULES AND  
CLARIFICATION OF CONDITIONS

Paragraph 1. At the option of the Employer, wages shall be payable in the United States Curr ncy or by check. Failure on the part of th Employer to have suffici nt funds in the bank to meet pay checks issued workers, shall deprive such Employers henceforth from the right to pay by checks.

Paragraph 2. 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 3. 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 of such violation, the Employer shall immediately pay the unpaid balance due in accordance with the wage herein stipulated and a penalty of 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 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.

Paragraph 4. 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 5. The Employer hereby agrees to maintain proper temporary toilet and drinking facilities accessible to all Employees on the job and to comply with all OSHA, E.P.A., State and Federal guidelines covering such work.

Paragraph 6. The Employer shall furnish a suitable place, properly heated with reasonably necessary, where Laborers may eat and change their clothes.

Paragraph 7. SOURCES FOR HIRING When the Employer needs additional employees, he shall give the Local 225 equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by Local 225 and neither the Laborers' District Council or Local 225 is an exclusive hiring hall. In those instances where an Employer may contact Local 225 for referrals, Local 225 shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in Local 225 and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. All such referrals shall be in accordance with the following procedure:

(1) The person must be an asbestos abatement laborer licensed by the State of Illinois or possess a license recognized by the State of Illinois so long as the state requires a license. In the event the State of Illinois does not require a license the person must possess such skill and experience as would qualify for license.

That referral shall be made by chronological listing by date of registration with Local 225. However, when the Employer makes a special request for former employees, or specifically named individuals, Local 225 will attempt to honor such request.

### ARTICLE XIII STEWARDS

Paragraph 1. In order to secure observance of the provisions of this Agreement each job shall have a steward who shall be the second man on the job. The Union shall have the right to place one Laborer 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. The Union may appoint from Employer's existing work force but shall have the right to place a Steward where it deems necessary.

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.

ARTICLE XIV  
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 2 hours pay, if the Laborer is put to work he shall receive 4 hours pay and if he works in excess of 4 hours and is then sent home he shall be paid for 8 hours if he is prevented from completing a full days work because of circumstances beyond the control of the 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 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 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.

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 XV  
PAYDAY

Paragraph 1. It is agreed that Employees shall be paid before quitting time on Friday 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 and 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 th office and he is required to

r main there during working hours, he shall be paid for such time -  
Sundays and Holidays excepted.

ARTICLE XVI  
BRANCHES OF WORK

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

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

Paragraph 3. Employer shall furnish all necessary protective equipment, respirators, and air quality testing devices.

Employer shall furnish each laborer with the following tools:

- 1 claw hammer
- 1 flat head screwdriver
- 1 Phillips screwdriver
- 1 utility knife
- 1 tin snip
- 1 tape measure

Employees must maintain these tools and bring them with them upon reporting to work. A failure to report to work with the proper tools to perform the work which results in the Employer's determination that the person is unable to perform that day's work may result in a one day suspension. The suspended employee will not receive show up time. The responsibility to replace the tools is solely that of the Employer.

If employer performs any other work falling within the traditional jurisdiction of the laborers' Union, Employer shall be bound to the terms of agreement covering such work, but shall not be used to reduce wages or benefits of work covered under this agreement.

Paragraph 4. RECOGNITION OF BARGAINING REPRESENTATIVE  
Employer in response to the Union's claim that it represents an uncoerced majority if each Employer's laborer employees acknowledges and agrees that there is no good faith doubt that the Union has been authorized to and does in fact represent such majority of labor employees. Therefore, the Union is recognized as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of

employment in accordance with Section 9 of the National Labor Relations Act without the need for a Board Certified election.

Employer 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) SCOPE OF WORK The branches of work covered by this Agreement are: asbestos abatement laborer duties including all tasks related to asbestos abatement or removal. This includes, but is not limited to, the handling, removal, abatement, or encapsulation of asbestos and/or toxic or hazardous waste or materials. It shall include the following: loading, unloading, erection, moving, servicing, and dismantling of all enclosures, barricades, chambers, scaffolding or decontamination units required for the removal, control, or containment of asbestos or clean up on the job or project site: the operation of all tools and equipment: including, but not limited to, generators, compressors, and vacuums used in the removal and abatement of toxic or hazardous waste or materials: the labeling, bagging, cartoning, crating or otherwise packaging of materials for disposal, the clean up of work site and all other work incidental to the handling, removal, control, abatement, disposal and/or encapsulation of asbestos and/or toxic or hazardous waste or materials. All of the described work shall be performed by the asbestos abatement laborer in conformance with all applicable federal, state, and municipal statutes, regulations, ordinances and standards.

Paragraph 4. (b) HAZARDOUS WASTE The duties include clearing brush and trees, installing fence and erosion curtains, building dikes with sandbags and/or soil and lining with plastic materials, site cleaning such as removal of steel, wood, trash, etc. Locating buried lines, sewer, and drums, and establishing their condition, overpacking, applying absorbants to leaking material, handling and rigging of all materials and general clean-up of leaked materials and chemicals, opening sample drums, label and bulk liquids from drums into other containers. The Laborers are responsible for the decontamination of all tools, equipment, and personnel on site. Lining truck beds with plastic, operating pumps and equipment necessary to drain or fill ponds, lagoons, and slurry walls.

Paragraph 4. (c) LEAD BASE PAINT ABATEMENT The abatement and disposal of Lead-Base Paint is an environmental and occupational hazard and not a preparation for painting. The members of the Laborers' International Union of North America claim all the work related to the abatement and disposal of Lead-Base Paint on both exterior and interior structures.

The duties include all work in connection with the handling, control, removal, stripping, abatement, encapsulation or disposal

of Lead-Base Paint and related residues by chemical or mechanical means and the use and manning of all tools and machinery used in the removal or transportation of lead-based paint and residue.

The work task shall include, but not be limited to the erection, moving, servicing, and dismantling of all enclosures, loading, unloading, setup equipment normally used in the handling, control, removal or disposal of asbestos and Lead-Base Paint; the bagging, cartoning, crating or otherwise packaging of materials for disposal and the decontamination of all tools, equipment, and personnel on site for toxic chemicals, waste, lead and asbestos.

Paragraph 4. (d) All such other work as traditionally performed in the construction industry by laborers including the operation of bob cats, forklifts, unloaders, mechanized scaffolding, water blasting tending other trades and such tasks as set forth in the Laborers' Manual of Jurisdiction.

Paragraph 5. 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.

Paragraph 6. 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.

#### ARTICLE XVII SUBSTANCE ABUSE AND RECOVERY PROGRAM

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 affirmative 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, drug paraphernalia and alcoholic beverages.

Paragraph 4. (b) For the purpose of this Article, the term Jobsite shall include that portion of the site on which construction 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 a Prohibited Substance on the jobsite may be subject to termination. An Employee who uses a Prohibited Substance on the jobsite or is determined to be under the influence of Prohibited Substance of 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 breathalyzer 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 refused 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 must be tested as follows:

(a) For screening; and

(b) In the event the screening test is positive, for confirmation testing by gas chromatograph/mass spectrophotometry (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 a 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 terminations.

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 the 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 XVIII ACCRETIONS AND SUCCESSORS

(a) ACCRETIONS This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including but not limited to newly established or acquired operations.

(b) SUCCESSORS This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "agreement," shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

In the event the Employer's business is; in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including parts thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee,

or lessee has agreed in writing to assume the obligations of this Agreement.

ARTICLE XIX  
APPROVALS

Paragraph 1. It is mutually agreed that the Construction and General Laborers' District Council of Chicago and Vicinity and Laborers' Local 225 shall, in writing, by an authorized officer, approve and guarantee the fulfillment of all the provisions of this Agreement.

Paragraph 2. 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 3. 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 signatory Associations and who assign to one or more of the Associations full authority to negotiate and execute this Agreement.

Paragraph 4. 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.

ILLINOIS ENVIRONMENTAL CONTRACTORS ASSOCIATION, INC.

BY: John DiMino, Pres.  
BY: Gil Caruso, Jr. Vice Pres./  
Treasurer

CONSTRUCTION AND GENERAL  
LABORERS' DISTRICT COUNCIL  
OF CHICAGO AND VICINITY

BY: Bruno Caruso  
Bruno Caruso, President  
and Business Manager

BY: Joseph A. Lombardo, Jr.  
Joseph A. Lombardo, Jr.  
Secretary-Treasurer

BY: James Delle See.  
BY: James P. Bulley, Vice Sec.

LABORERS' LOCAL NO. 225

BY: Joseph P. Abate  
Joseph P. Abate President  
BY: John Galito  
John Galito, Business Manager



HEADQUARTERS OF

# Construction & General Laborers' District Council of Chicago and Vicinity

AFFILIATED WITH THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, A. F. OF L. - C. I. O. -

6121 WEST DIVERSEY AVENUE • CHICAGO, ILLINOIS 60639 • PHONE: 312-237-7537 • FAX: 312-237-3417

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LOCALS 1, 2, 4, 5, 6, 25, 75, 96, 118, 149, 152, 225, 260, 269, 268, 582, 681, 1001, 1006, 1035, 1092

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• 322

Joseph A. Lombardo, Jr.  
Secretary-Treasurer

Bruno Caruso  
President  
Business Manager

## SIDE LETTER ITEM 1

In reference to Article III, Paragraph 3, the Union agrees that it will act reasonably in the Employer's request in granting clearance for shift work or starting times as provided in said subsection.

CONSTRUCTION AND GENERAL LABORERS'  
DISTRICT COUNCIL OF CHICAGO AND  
VICINITY

LABORERS' LOCAL NO. 225

By: Bruno Caruso  
Bruno Caruso, President  
and Business Manager

By: Joseph P. Abate  
Joseph P. Abate, President

By: Joseph A. Lombardo, Jr.  
Joseph A. Lombardo, Jr.  
Secretary-Treasurer

By: John Galifotó  
John Galifotó, Business  
Manager



HEADQUARTERS OF

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• 822

Joseph A. Lombardo, Jr.  
Secretary-Treasurer

Bruno Caruso  
President  
Business Manager

## SIDE LETTER ITEM 2

### Article XVII, Paragraph 19.

It is agreed that where a customer of an Employer has an existing drug policy in place which cannot be accommodated by the drug policy provided for in this agreement, and is a condition of the Employer obtaining the contract or being able to conduct work, then the Union agrees that it will accommodate the Employer on a job-to-job basis in order to prevent the loss of work to an Employer.

The Employer must notify the Union in advance and make such a request and provide the Union with a copy of the existing customer's drug policy and date in which said drug policy had been implemented.

CONSTRUCTION AND GENERAL LABORERS'  
DISTRICT COUNCIL OF CHICAGO AND  
VICINITY

By:   
Bruno Caruso, President  
and Business Manager

By:   
Joseph A. Lombardo, Jr.  
Secretary-Treasurer

LABORERS' LOCAL NO. 225

By:   
Joseph P. Abate, President

By:   
John Galloto, Business  
Manager