

## CONTRACT SUMMARY

### TECHNICAL ENGINEERS

**EXPIRATION:** 5/31/10

**WAGES:** Article IV, Page 4

EFFECTIVE:	6/1/07	6/1/08	6/1/09
Layout Technician (Foreman)	\$37.90	\$2.90	\$2.90
Certified Land Surveyor	37.90		
Layout Technician (Journeyman)	36.90	to be	to be
Instrument Man	29.00		
Rodman	19.05	allocated	allocated

**FOREMAN:** Article III, Page 3

**HIRING PROCEDURES:** Article IV, Page 3

First man hired must be a Layout Technician (Journeyman)

**APPRENTICE RATES:** N/A

**FRINGES:** Article IV, Page 4

EFFECTIVE:	6/1/07	6/1/08	6/1/09
Pension Fund	\$5.36		
Health/Welfare Fund	8.84		
401(k) Plan/Savings Plan*	1.50		
Training Fund	0.15		
Industry Fund	0.04		
CCSC	0.01		
*Rodman	1.00		
*Refer to new language in Article IV			

Deduction from NET earnings  
Working Dues

**OVERTIME:** Article II, Page 3

Time and one-half is paid for all hours in excess of 8 hours per day and 40 hours per week. Double time for Sundays and Holidays.

**SHOWUP:** Article II, Page 3

Two hours showup required unless call off due to weather or unavoidable cause.

**HOLIDAYS:** Article II, Page 3

New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day

**VACATIONS:** N/A

**SHIFT RATE:** Article II, Page 3

All shifts except the day shift shall receive premium pay equal to 15% of the regular rate.

**DUES CHECKOFF:** Article IV, Page 5

Dues Checkoff permitted upon receipt of signed authorization from employee. Amount to be determined by the union. Dues are a deduction from NET PAY.

**PREMIUM PAY:** N/A

**MID-AMERICA REGIONAL  
BARGAINING ASSOCIATION**



**TECHNICAL ENGINEERS AGREEMENT**

**BETWEEN**

**MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA)**

**AND**

**TECHNICAL ENGINEERING DIVISION LOCAL UNION 130**

**TERM OF AGREEMENT**

**JUNE 1, 2007 TO MAY 31, 2010**

**PLEASE NOTE:**

A great amount of care has been used in the preparation of this labor contract. Since MARBA relies on other sources for the information, however, MARBA cannot be responsible for the accuracy or content of the following labor agreement. If you have questions regarding the agreements or if you find errors, please contact the MARBA Office at (847) 699-1283. We will be updating these contracts from time to time and we will advise you of errors as they are brought to our attention.

**TECHNICAL ENGINEERING DIVISION  
LOCAL UNION 130, U.A.  
Term of Agreement  
6/1/07 - 5/31/10**

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**TECHNICAL ENGINEERING DIVISION  
LOCAL UNION 130, U.A.  
Term of Agreement  
6/1/07 - 5/31/10**

This Agreement is entered into effective June 1st, 2007, by and between the MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA), for and on behalf of the present and future members of its member associations, together with such other Employers who become signatory to this Agreement (referred to herein as "Employer or Employers") and the TECHNICAL ENGINEERING DIVISION LOCAL UNION 130, U.A., AFL-CIO, under its jurisdiction in Cook, Lake, and DuPage Counties, Illinois (hereinafter referred to as the "Union").

This Agreement shall be in full force and effect for three (3) years, from June 1st, 2007 through May 31st, 2010.

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

**ARTICLE I**

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

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

**SECTION 2.** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing and those who are not members on the date on which this Agreement is signed, shall, on the seventh day following the date on which this Agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is effective, shall, on the seventh day following the beginning of such employment become and remain members in good standing in the Union.

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

**SECTION 3.(a) MANAGEMENT PERSONNEL AND TRAINEES** The Union recognizes that surveying instruments and tools may be used by executive, administrative, and supervisory personnel, as defined in title 29, Section 213 U.S.C.A. and the Regulations promulgated with relation thereto, and management trainees as hereinafter defined.

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

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

**SECTION 5.(a) CONTRACTING OUT** Employers reserve the right to contract out line and grade work and the Union recognizes this reservation and agrees not to interfere with the exercise thereof when outside the direct control of the Employer.

(b) The Employer reserves the right to contract out survey work and line and grade work to any licensed professional Engineer or Surveyor and all members of said survey crew shall also be licensed.

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

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

## ARTICLE II

### WORKING RULES

**SECTION 1. DURATION** This Agreement shall remain in full force and effect until 12:00 Midnight May 31, 2010, except as hereinafter provided.

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### BRANCHES OF WORK AND CLASSIFICATIONS

Refer to Appendix A.

### ARTICLE IV

**SECTION 1. HIRING PROCEDURE** The Employer agrees that the first man to be hired from this Union on any project shall be a Layout Technician. Instrument Man and Rodman shall then be hired as needed. The fourth man hired shall be a Layout Technician. When the sixth man is hired, one of the previously hired Layout Technicians shall be designated as Layout Technician Foreman. This hiring procedure shall be repeated upon the hiring of additional men.

## SECTION 2. SCHEDULE OF HOURLY WAGES

Effective June 1, 2007, an increase of two dollars and ninety cents (\$2.90) per hour for Layout Technician Foreman, Layout Technician Journeyman, Certified Land Surveyor, Instrument Man and Rodman.

6/1/07

Layout Technician (Foreman)	\$37.90
Certified Land Surveyor	37.90
Layout Technician (Journeyman)	36.90
Instrument Man	29.00
Rodman	19.05

Effective June 1, 2008, an increase of two dollars and ninety cents (\$2.90) per hour for Layout Technician Foreman, Layout Technician Journeyman, Certified Land Surveyor, Instrument Man and Rodman.

Effective June 1, 2009, an increase of two dollars and ninety cents (\$2.90) per hour for Layout Technician Foreman, Layout Technician Journeyman, Certified Land Surveyor, Instrument Man and Rodman.

**WELFARE AND PENSION FUNDS** Effective June 1, 2007, the Employer shall contribute to the Technical Engineering Division Welfare Fund the sum of eight dollars and eighty-four cents (\$8.84) per hour worked for each employee and supervisor covered by this Agreement, and shall contribute to the Technical Engineering Division Pension Fund the sum of five dollars and thirty-six cents (\$5.36) per hour worked for each employee and supervisor covered by this Agreement, and shall contribute to the Trust Fund for Education Technical Engineering Division, Local 130, U.A., the sum of fifteen cents (\$.15) per hour worked for each employee and supervisor covered by this Agreement.

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

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

A grace period of fifteen (15) days shall be granted for Employers to submit reports and contributions as provided. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to 1 1/2% per month 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 1 1/2% per month, waiving the necessity of any additional proof thereof.

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

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

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

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

**SAVINGS PLAN** The Employer shall deduct from the wages of each employee the sum of one dollar fifty cents (\$1.50) per hour worked (\$1.00 from the wages of Rodmen) either

- i) as an after-tax deduction for deposit in a State or U.S. chartered bank to be designated by the Union for crediting to the individual account of such employee under the Local 130 Savings Plan, or
- ii) as an elective pre-tax pay deferral contribution to the Technical Engineers' Retirement Savings Fund, Local 130, U.A. (a qualified 401(k) Plan) for credit to the individual account of such employee.

These deductions shall be withheld from the employee's weekly wages and shall be forwarded by the Employer with the report of hours worked as required under Article IV.

It is expressly understood and agreed that neither the Employer nor the Union shall have any right, title, interest or powers over such money so forwarded, but that all money so forwarded, deposited, or accrued shall at all times remain the exclusive property of the employee from whose pay such deductions are made.

For each employee electing to participate in the Retirement Savings Fund, each Employer:

- a) adopts and agrees to be bound by the terms and conditions of the agreement establishing and governing the Technical Engineers' Retirement Savings Fund, and any amendments made thereto as though the Retirement Savings Fund Trust Agreement was herein set forth in full;

- b) ratifies, accepts, and irrevocably designates as its representatives the Employer Trustees of the Retirement Savings Fund, appointed from time to time in accordance with the terms of the Retirement Savings Fund Trust Agreement; and

- c) agrees to timely contribute Pay Deferral Amounts elected by an employee hereunder into the Retirement Savings Fund no later than the 15<sup>th</sup> day of the month following the month in which the pay deferral contribution is withheld.

The manner and frequency of an employee's pay deferral election is governed by the Plan documents of the Retirement Savings Fund.

An employee, with the consent of his or her Employer, may increase in fifty cent (\$0.50) increments up to a maximum of four dollars and fifty cents (\$4.50) per hour worked in the elective pay deferral contribution to the employee's Retirement Savings Fund account. The Trustees of the Retirement Savings Fund may from time to time adjust or eliminate the amount of the optional contribution.

An employee in the 401(k) Plan can allocate at least one dollar fifty cents (\$1.50) per hour or more, in increments of fifty cents (\$0.50), to the Local 130 Savings Plan, with the consent of his/her Employer, in addition to amounts contributed to the employee's 401(k) Plan.

An employee, not participating in the 401(k) Plan can allocate more than one dollar fifty cents (\$1.50) per hour, in increments of fifty cents (\$0.50) to the Local 130 Savings Plan with the consent of his/her Employer.

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

**SECTION 3.(a) PAYMENT OF WAGES** At the option of the Employer, wages shall be payable in United States currency or by check. Failure on the part of the Employer to have sufficient funds in the bank to meet paychecks issued to employees covered by this Agreement, shall deprive such Employer henceforth from the right to pay by check and such Employer shall pay a sum equal to not less than the expense incurred in collection of the amounts due because of insufficient funds to meet checks so issued.

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

(c) Payment by the Employer and acceptance by the employee of less than the wage herein stipulated shall be a violation of this Agreement upon the part of each. Upon conclusive proof to an Arbitration Board, chosen as is hereinafter provided, of such violation, the Employer shall immediately pay the unpaid balance due, in accordance with the wage herein stipulated; and, in addition thereto, shall pay the entire costs of the arbitration proceedings.

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

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

**SECTION 5.** All tools, other than six (6) foot engineer's rule and plumb bob, shall be furnished by Employer.

## ARTICLE V

### ARBITRATION

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

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

**SECTION 3.** Upon conclusive proof to the Arbitration Board chosen, as is herein before provided, that the Employer in this trade is guilty of paying less than the wage stipulated, it shall be cause for the

recision of this Agreement as to such Employer and shall give the Union the right to strike against said individual Employer.

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

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

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

## **ARTICLE VI**

### **TRAINING PROGRAM**

**SECTION 1.** The Union and the Employer agree to establish a Joint Committee for the purpose of formulating and establishing a Training Program for the work covered by this Agreement. Such program, when established, shall become a part of this Agreement.

#### **SECTION 2. NON MEMBER - SUMMER ENGINEERING STUDENT HIRING PROCEDURE - WORK LIMITATION - WAGE RATE**

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

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

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

The hourly wage rate for summer engineering students shall be Four (\$4.00) Dollars per hour, plus welfare and pension benefits.

## **ARTICLE VII**

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

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

## **ARTICLE VIII**

This Agreement is effective as of June 1, 2007 and shall remain in full force and effect until May 31, 2010 inclusive and thereafter for successive yearly periods, unless at least ninety (90) days prior to the expiration of the initial period or any yearly period thereafter, either party hereto shall give notice to the other of its intention to modify or terminate the Agreement.

BY: MID-AMERICA REGIONAL BARGAINING ASSOCIATION

Jack Telander

Ben Johnston

Seth Gudeman

BY: TECHNICAL ENGINEERING DIVISION LOCAL UNION 130, U.A., AFL-CIO

James T. Sullivan

Thomas E. Gavin

Andrew J. Guadagno

Brian Dunn

## ALCOHOL AND DRUG PROGRAM ADDENDUM

This ALCOHOL AND DRUG PROGRAM ADDENDUM is entered into effective June 1, 1992, by and between the Builders Association of Greater Chicago, Inc., for and on behalf of the Association (referred to herein as the "Association") and those members of the Association who have delegated to the Association the authority to negotiate an agreement on their behalf with the Union and such future members of the Association who delegate to the Association the authority to negotiate an agreement on their behalf with the Union by the Mid-America Regional Bargaining Association, their Collective Bargaining Representative, together with such other Employers who become signatory to the is Agreement (referred to herein as "Employer" or "Employers") and the Technical Engineering Division Local Union 130, U.A., AFL-CIO, under its jurisdiction in Cook, Lake and DuPage Counties, Illinois (referred to herein as the "Union") for the purpose of supplementing the parties current collective bargaining agreement having a term of June 1, 2007 through May 31, 2010 hereinafter referred to as the "Agreement").

### WITNESSETH :

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

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

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

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

#### I. POLICY STATEMENT

The Employer recognizes the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer has a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees.

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

#### II. DEFINITIONS

- A. Company Premises - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, equipment, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites are included.
- B. Prohibited Items and substances - Prohibited substances include illegal drugs including controlled substances, look alike drugs, and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on company premises.

- C. Employee - Individuals who perform work for the Employer and are covered by this agreement.
- D. Accident - An event resulting in injury to any person or any property to which an employee contributed as a direct or indirect cause.
- E. Incident - An event which has all the attributes of an accident, except that no harm was caused to any person or any property.
- F. Reasonable Cause - Reasonable cause will be found where a change in the employee's behavior or job performance is observed. Such change may be characterized by the following indicators: excessive tardiness, excessive absenteeism, or erratic behavior including, but not limited to, noticeable imbalance, incoherence and disorientation.

### III. CONFIDENTIALITY

- A. The Employer has only the interests of its employees in mind, therefore, encourages any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with that problem. An employee assistance program will provide guidance and direction for him/her during the recovery period. If the employee volunteers for help, the company will make every reasonable effort to return him/her to work upon recovery. The company will also take action to assure that a substance abuse problem is handled in a confidential manner. However, voluntary requests for assistance will not in any manner preclude the Employer from taking any disciplinary actions for the violation of this policy.
- B. All information obtained or collected from the use of this policy will be maintained in separate, confidential medical files.
- C. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."
- D. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- E. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- F. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

### IV. RULES AND DISCIPLINARY ACTION

#### 1. Rules

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

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

## 2. Discipline

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

- a. Applicants testing positive for prohibited items or substances use will not be hired.
- b. Employees who have not voluntarily come forward, and who test positive for prohibited items or substances use, will be terminated.
- c. Employees who refuse to cooperate with testing procedures will be terminated.
- d. Employees found in possession of prohibited items or substances while on company premises will be terminated.
- e. Employees found using, selling, manufacturing, receiving, or distributing prohibited items or substances while on company premises will be terminated.
- f. Employees who test positive for prohibited items or substances while on company premises, or while operating any company vehicle, will be subject to termination.
- g. Employees who violate the Prescription Drugs section of this policy will face disciplinary action up to and including termination.

## 3. Prescription Drugs

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

## V. DRUG/ALCOHOL TESTING

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

- A. A pre-employment drug and alcohol test will be administered to all applicants who have been made a confidential offer of employment. The applicant must sign a consent form and submit to the drug and alcohol testing process set forth in this policy. Any refusal to do so shall be considered a voluntary withdrawal of the applicant's application for employment.
- B. A test will be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on company premises, of a prohibited item or substance or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee will be provided with an opportunity to explain his/her conduct to the supervisor.

- C. Testing will be required if an employee is involved in a workplace accident or incident or if there is a workplace injury;
- D. Testing will be required as a part of a follow-up counseling or rehabilitation for substance abuse, for up to a one (1) year period;
- E. Employees will also be tested on a voluntary basis.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug and/or alcohol testing will be conducted by an independent laboratory accredited by the National Institute on Drug Abuse and/or College of American Pathology, and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

#### VI. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug and/or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.

If treatment necessitates time away from work, the company shall provide for the employee a one time unpaid leave of absence for purposes of participating in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists. For the purposes of this policy, the term former employment status will mean a position which is comparable to the employee's previous position before the unpaid leave of absence for participation in the treatment program.

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

#### VII. CONTINUING APPLICABILITY OF AREA AGREEMENT

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

## APPENDIX A OCCUPATIONAL JURISDICTION AND BRANCHES OF WORK CLASSIFICATIONS

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

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

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

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

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

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

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

### **1. Engineering and Layout Technician (Foreman)**

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

### **2. Engineering and Layout Technician (Journeyman)**

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

problems; and shall functionally direct all tasks related to line and grade work, in particular, closing of level circuits; and perform other related duties as assigned.

### **3. Instrument Man**

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

### **4. Rodman**

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