

JUNE 1, 2006 TO MAY 31, 2010

SEWER AND TUNNEL AGREEMENT

between the

UNDERGROUND CONTRACTORS ASSOCIATION

Represented by the

MID-AMERICA REGIONAL BARGAINING ASSOCIATION

and the

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

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AGREEMENT

This AGREEMENT made and entered in the City of Chicago, Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois, (certain local unions covering Counties outside Cook and DuPage County may have local agreements which differ from this area-specimen agreement. In these cases, local area agreements shall prevail for work performed in the respective areas; however, nothing herein shall limit the geographic jurisdiction of this Agreement to less than the geographic area covered by the Laborers' District Council of Chicago and Vicinity), on the 1st day of June, 2006 by and between:

1. Construction and General Laborers' District Council of Chicago and Vicinity, for and on behalf of its affiliated Local Unions nos. 2, 5, 96, 149, 288, 582 and 1035;
2. The Underground Contractors Association and their individual members having assigned bargaining representation to the Mid-America Regional Bargaining Association (hereinafter called the "Employer"); and

3. All other persons, firms, partnerships and corporations who have signed this Agreement, hiring men engaged in the trade (hereinafter described), individually and collectively (herein also called the "Employer"); shall remain in full force and effect until 11:59 P.M. May 31, 2010. Nothing in this Agreement restricts the areas where Laborers may work within the Union's geographic jurisdiction.

If either party wishes to modify this Agreement, it shall serve written notice by certified or registered mail, upon the other party not less than sixty (60) days prior to May 31, 2010 of its intent to begin negotiations for a new Agreement. In the absence of the service of such notice, this Agreement shall automatically renew itself, together with all amendments and improvements as negotiated after said initial expiration date, by and between the parties in area-wide bargaining, from year to year thereafter.

WITNESSETH:

PURPOSE OF AGREEMENT

The purpose of this agreement is to prevent strikes and lockouts; to facilitate peaceful adjustment of grievances and disputes which might arise between Employer and Employees; to prevent waste and unnecessary and avoidable delays and expense; to provide employment in accordance with conditions hereinafter set forth, at the wages hereinafter agreed upon, so that stable and equitable conditions may prevail in such work and trade; and to establish the necessary procedure by which these ends may be accomplished.

DECLARATION OF FUNDAMENTAL PRINCIPLES

The following principles are hereby declared to be fundamental to this Agreement:

1. It is the intention of all the parties hereto to fully comply with the provisions of the Labor-Management Relations Act of 1947, and all acts amendatory thereto, anything to the contrary notwithstanding.
2. The Employer is at liberty to hire and discharge whomever he sees fit, consistent with the existing Federal, State and Municipal laws appertaining thereto.
3. In the absence of a Referral System, the Employer, should the need arise, shall notify the Union of opportunities of employment with such Employer; however, when not so notified by Employer of such opportunities of employment, the Union shall be extended the opportunity to refer qualified applicants for such employment.
4. There shall be no limitations or restrictions as to the amount of work a man shall be required to perform during a working day.
5. There shall be no restrictions of the use of machinery, tools or appliances.

6. The principles contained in this paragraph are fundamental, and no other terms of this Agreement shall be construed as being in conflict therewith.

7. The parties hereto desire to establish the necessary procedure to accomplish the purposes and put into effect the principles above stated.

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

THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

Article I RECOGNITION

Paragraph 1. The UNDERGROUND CONTRACTORS ASSOCIATION and their individual members having assigned bargaining representation to the MID-AMERICA REGIONAL BARGAINING ASSOCIATION, recognizes and confirms the Union as the sole and exclusive bargaining agent for all Employees employed in work covered by the trade and territorial jurisdiction of the Union by Employers who are now members of the Association or such Employers as may hereafter become members of the Association and who have assigned bargaining authority to the Association or other Employers signatory to this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, fringe benefits, hours of employment and other conditions of employment. The Union recognizes and confirms the Association as the sole and exclusive bargaining agent for its members and for such other persons, firms, partnerships and corporations as may hereafter become members of the Association and who have assigned bargaining authority to the Association.

Paragraph 2. All other persons, firms, partnerships and corporations, who are not members of the Association, who have signed this Agreement, recognize and confirm the Union and the Union recognizes and confirms the signatories individually or collectively as the sole respective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, fringe benefits, hours of employment and other conditions of employment for all Employees employed by such signatory Employers who engage in work which comes within the trade and territorial jurisdiction of the Union.

Paragraph 3. All other persons, firms, partnerships and corporations, who are not members of the Association, or signatories hereto who engage in work which comes within the trade and territorial jurisdiction of the Union shall be subject to the terms of this Agreement.

Article II JURISDICTION

Paragraph 1. TERRITORIAL SCOPE OF AGREEMENT The area in which this Agreement shall apply shall cover all work in the Counties of Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois, (certain local unions covering Counties outside Cook and Lake County may have local agreements which differ from this area-

specimen agreement. In these cases, local area agreements shall prevail for work performed in the respective areas; however, nothing herein shall limit the geographic jurisdiction of this Agreement to less than the geographic area covered by the Laborers' District Council of Chicago and Vicinity), or within such other area as the Union may later establish lawful jurisdiction during the period of this Agreement.

Paragraph 2.1 SUBCONTRACTING On work covered by this Agreement, the contractor or subcontractor agrees to see that all subcontractors on work within the Union's jurisdiction on this job site adhere to the wages and fringes contained in this Agreement when the subcontract is let by the contractor or subcontractor. If, upon the Union's request, the subcontractor chooses to sign a current labor agreement with the Union (although such signing might not be required under Paragraph 2.1), then the contractor shall be relieved of any liability under this Paragraph 2.1.

Paragraph 2.2. The Employer agrees that it will not contract or subcontract any work covered by this Agreement to be done at the site of construction, alteration, painting or repair of a building, structure or other work, except to a person, firm or corporation that is party to the applicable collective bargaining agreement with the Union.

Paragraph 2.3. If an Employer, bound to this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound by all the provisions of this Agreement, or the Employer shall maintain daily records of the subcontractor's or the subcontractor's Employees jobsite hours and be liable for payments to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund, and the Construction and General Laborers' District Council of Chicago and Vicinity Joint Apprentice and Training Trust Fund.

Paragraph 3. TRADE JURISDICTION This Agreement shall apply to all Employers engaging Employees who perform any of the following work:

(a) The digging and excavation for all sewers, catch basins, manholes, test holes, shafts and subways; the excavation for bridges and viaduct abutments; the excavation or the digging of trenches for, and the laying of, drain pipes, concrete pipes, water pipe extensions, water main taps, water main fusing, water mains from whatever source and beyond the first point of connection from building, conduits in which wire or cables are carried or run, all underground pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and utilities, including temporary, of every description, including excavations or digging to uncover such utilities, drain pipes, concrete pipes, water pipes, water mains, sewer pipes, conduits and gas pipe lines for the purpose of relocation, removal, repair or alterations of such pipes, conduits or pipe lines, and all temporary piping of every description in connection with excavating and underground construction; the handling, placing and bracing in position of all sheeting forms and steel reinforcing, including the driving thereof, and the welding and burning of same, putting on grout mortar on bottom of sewers about pumping stations, including the erection, al-

