

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

CHICAGO & VICINITY LABORERS')
DISTRICT COUNCIL PENSION FUND,)
CHICAGO & VICINITY LABORERS')
DISTRICT COUNCIL WELFARE FUND,)
CHICAGO & VICINITY LABORERS')
DISTRICT COUNCIL RETIREE HEALTH) Case No. 22 cv 01568
AND WELFARE FUND, and CATHERINE)
WENSKUS, not individually but as)
Administrator of the Funds,) Judge Kocoras
Plaintiffs,)
v.)
DIVINE CEMENT INC., an Illinois corporation,)
Defendant.)

DECLARATION OF MIKE CHRISTOPHER

I, Mike Christopher, declare and state as follows:

1. I am a Field Representative employed by the Laborers' Pension Fund and the Laborers' Welfare Fund of the Construction and General Laborers' District Council of Chicago and Vicinity (hereinafter collectively referred to as the "Funds"), Plaintiffs in the above-referenced action. My responsibilities include oversight of the collection of amounts owed by Divine Cement, Inc. an Illinois corporation (hereinafter referred to as the "Company" or "Divine"). This Affidavit is submitted in support of the Laborers' Funds' Motion for Entry of Default Judgment in Sum Certain. I have personal knowledge regarding the statements contained herein.

2. The Union and Company have been parties to a collective bargaining agreement, which became effective September 1, 2015 ("Agreement"). (A copy of the "short form" Agreement entered into between the Union and Company which Agreement

adopts and incorporates Master Agreements between the Union and various employer associations, and also binds Company to Funds' respective Agreements and Declarations of Trust is attached hereto as Exhibit A-1.)

3. Pursuant to agreement, the Funds have been duly authorized to act as collection agents on behalf of the District Council for union dues owed to the District Council.

4. The Agreement and the Funds' respective Agreements and Declarations of Trust to which the Company is bound require that the Company submit benefit reports and contribution payments by the tenth day of the following month. Payments which are not received within thirty days of this date are assessed liquidated damages in the amount of 20 percent of the principal amount of delinquent contributions, and interest at a rate of 12 percent from the date of delinquency forward. The Agreement requires that the Company submit dues reports and dues by the tenth day of the following month. Payments which are not received by this date are assessed liquidated damages in the amount of 10 percent of the principal amount of delinquent dues. The Company is also required to submit its books and records to an audit. A copy of the relevant portions of the Agreement is attached as Exhibit A-2; a copy of the relevant portions of the Amended Agreement and Declaration of Trust creating the Laborers' Pension Fund is attached as Exhibit A-3; a copy of the relevant portions of the Amended Health and Welfare Department of the Construction and General Laborers' District Council is attached as Exhibit A-4, a copy of the relevant portions of the Agreement and Declaration of Trust Establishing the Chicago laborers' District Council Retiree Health and Welfare Fund is attached as Exhibit A-5 and a copy of the relevant portions of the Agreement and

Declaration of Trust Establishing the Construction and General Laborers' District

Council of Chicago and Vicinity Training Trust Fund is attached as Exhibit A-6.

5. An audit of the books and records was conducted for the period of March 1, 2016 through December 31, 2017, which revealed that Divine owes the following amounts of unpaid benefit contributions, union dues, liquidated damages, audit costs, and interest:

| | |
|----------------------|------------|
| Welfare Fund | \$4,470.27 |
| Liquidated Damages | \$894.05 |
| Pension Fund | \$5,204.83 |
| Liquidated Damages | \$1,040.97 |
| Retiree Fund | \$1,911.50 |
| Liquidated Damages | \$382.30 |
| Training Fund | \$223.25 |
| Liquidated Damages | \$44.65 |
| Dues | \$713.55 |
| Liquidated Damages | \$71.36 |
| LDLMCCC | \$75.91 |
| Liquidated Damages | \$7.59 |
| WGC | \$35.72 |
| Liquidated Damages | \$3.57 |
| LECET | \$31.26 |
| Liquidated Damages | \$3.13 |
| Interest (all Funds) | \$8,464.40 |

| | |
|--------------|--------------------|
| Audit Costs | \$1,996.44 |
| TOTAL | \$25,574.75 |

A true and accurate copy of the audit is attached hereto as Exhibit A-7. A true and accurate copy of my audit summary sheet calculating liquidated damages and interest is attached hereto as Exhibit A-8.

6. An audit of the books and records was conducted for the period of January 1, 2018 through December 31, 2019. Divine paid the contributions and dues on this audit but did not pay the interest, liquidated damages, or audit costs. On the January 1, 2018 through December 31, 2019 audit, Divine owes the following amounts of unpaid liquidated damages, audit costs, and interest:

| | |
|----------------------------------|-------------------|
| Welfare Liquidated Damages | \$569.42 |
| Pension Liquidated Damages | \$702.25 |
| Retiree Liquidated Damages | \$263.55 |
| Training Fund Liquidated Damages | \$37.82 |
| Dues Liquidated Damages | \$42.93 |
| LDCLMCC Liquidated Damages | \$4.35 |
| WGC Liquidated Damages | \$2.05 |
| LECET Liquidated Damages | \$1.79 |
| Interest (all Funds) | \$3,950.38 |
| Audit Costs | \$3,448.60 |
| TOTAL | \$9,023.14 |

A true and accurate copy of the audit is attached hereto as Exhibit A-9. A true and accurate copy of my audit summary sheet calculating liquidated damages and interest is attached hereto as Exhibit A-10.

7. Divine submitted the benefits and dues reports for the period of March through June 2022 but did not pay the corresponding benefits contributions/dues. The reports revealed the following delinquencies:

| | |
|--------------------------------|------------------|
| Welfare Fund | \$ 43,781.25 |
| Liquidated Damages | \$ 8,756.25 |
| Pension Fund | \$ 56,952.38 |
| Liquidated Damages | \$ 11,390.48 |
| Retiree Welfare Fund | \$ 20,278.13 |
| Liquidated Damages | \$ 4,055.63 |
| Training Fund | \$ 3,476.25 |
| Liquidated Damages | \$ 695.25 |
| Dues Fund | \$ 6,890.82 |
| Liquidated Damages | \$ 689.08 |
| LDCLMCC | \$ 656.63 |
| Liquidated Damages | \$ 65.66 |
| WGC | \$ 309.00 |
| Liquidated Damages | \$ 30.90 |
| LECET | \$ 270.38 |
| Liquidated Damages | \$ 27.04 |
| Interest (all Funds) | \$ 2,378.53 |
| Accumulated Liquidated Damages | \$ 84,445.64 |
| TOTAL | \$245,149.30 |

The benefits accumulated liquidated damages are for the months of: August through December 2018, April through November 2019, April through June 2020,

August through October 2020, December 2020, March through August 2021, October through December 2021, January through February 2022. The Dues accumulated damages are for the months of September through December 2020, March through December 2021 and January and February 2022. True and accurate copies of my summary sheet is attached hereto as Exhibit A-11. True and accurate copies of the benefits and dues accumulated liquidated damages itemizations are attached as Exhibits A-12.

I, the undersigned, certify under penalty of perjury that the foregoing is true and correct.

Date: 8-1-2022



Mike Christopher



CONSTRUCTION & GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
999 McCLINTOCK DRIVE • SUITE 300 • BURR RIDGE, IL 60527 • PHONE: 630/655-8289 • FAX: 630/655-8853

INDEPENDENT CONSTRUCTION INDUSTRY COLLECTIVE BARGAINING AGREEMENT

It is hereby stipulated and agreed by and between Divine Cement Inc ('Employer') and the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America ('Union'), representing and encompassing its affiliated Local Unions, including Local Nos. 1, 2, 4, 5, 6, 25, 75, 76, 96, 118, 149, 152, 225, 269, 288, 582, 681, 1001, 1035, 1092, together with any other Local Unions that may come within its jurisdiction ('Local Unions'), and encompassing the geographic areas of Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone counties, Illinois, that:

1. Recognition. In response to the Union's request for recognition as the majority or Section 9(a) representative of the unit employees, the Employer recognizes the Union as the sole and exclusive collective bargaining representative under Section 9(a) of the NLRA, as amended, for the employees now and hereinafter employed under the terms of this Agreement with respect to wages, hours and other terms and conditions of employment. This recognition is based on the Union's having shown, or having offered to show, evidence of its majority support. The Employer has not assigned its rights for purposes of collective bargaining with the Union to any person, entity or association, and hereby revokes its prior assignment of bargaining rights, if any. The Employer further voluntarily elects not to assign such bargaining rights to any person, entity or association without written approval from the Union. Notwithstanding the number of persons employed under this Agreement, the Employer shall abide by this Agreement, and all extensions hereof, and it waives any right it may have to terminate this agreement based upon the number of persons employed.

2. Labor Contract. The Employer affirms and adopts the applicable Collective Bargaining Agreement(s), as designated by the Union, between the Union and the Builders Association, the Chicago Area Independent Construction Association, the Chicago Area Rail Contractors Association, the Chicago Area Scaffolding Association, the Chicago Demolition Contractors' Association, the Concrete Contractors Association of Greater Chicago, the Contractors Association of Will and Grundy Counties, the Fox Valley Associated General Contractors, the Midwest Wall and Ceiling Contractors, the Illinois Environmental Contractors Association, the Illinois Road and Transportation Builders Association, the Illinois Small Pavers Association, the Lake County Contractors Association, the Mason Contractors Association of Greater Chicago, the Underground Contractors Association, and all other employer associations with whom the Union or its affiliated Local Unions have an agreement. If the applicable Collective Bargaining Agreement(s) expire during the term of this Agreement, any limitation on the right to strike shall also expire until a successor labor agreement has been established, which shall be incorporated retroactively hereof. This Agreement supersedes all contrary terms in the applicable Collective Bargaining Agreement(s).

3. Total Economic Increase. The Employer shall pay its employees a total economic increase of \$1.90 per hour effective June 1, 2013; \$2.00 per hour effective June 1, 2014; \$2.05 per hour effective June 1, 2015; and \$2.10 per hour effective June 1, 2016, said amounts to be allocated between wages, fringe benefits and other funds by the Union in its sole discretion. Effective June 1, 2013, the minimum wage rate shall be \$37.00 per hour.

4. Checkoff Deductions and Remittances. The Employer shall deduct from the wages of employees uniform initiation fees, assessments, membership dues, and working dues in such amounts as the Union shall from time to time establish, and shall remit monthly to the designated Union office the sums so deducted, together with an accurate list showing the employees from whom dues were deducted, the employees' individual hours, gross wages and deducted dues amounts for the monthly period, not later than the tenth (10th) day of the month following the month for which said deductions were made. If the Employer fails to timely remit any amounts to the Union or its affiliated fringe benefit funds that are required under this Agreement, it shall be obligated to the Union for all costs of collection, including attorney fees.

The Employer shall further deduct an amount designated by the Union for each hour that an employee receives wages under the terms of this Agreement on the basis of individually signed voluntary authorized deduction forms and shall pay over the amount so deducted to the Laborers' Political League ('LPL') or to a designated appointee, not later than the 10th day of the month next following the month for which such deductions were made. LPL remittances shall include a report of the hours worked by each Laborer for whom deductions are made. Remittances shall be made by a separate check payable to the Laborers' Political League. The Employer shall be paid a processing fee each month from the total amount to be transmitted to the LPL to be calculated at the Illinois Department of Revenue or other applicable standard.

5. Work Jurisdiction. This Agreement covers all work within the applicable Collective Bargaining Agreements and all work within the Union's trade and geographic jurisdiction as set forth in the Union's Statement of Jurisdiction, as amended from time to time, which are incorporated by reference into this Agreement. The Employer shall assign all work described therein to its Union-represented Laborer employees and acknowledges the appropriateness of such assignment. Neither the Employer nor its work assignments as required under this Agreement shall be stipulated or otherwise subject to adjustment by any jurisdictional disputes board or mechanism except upon written notice by and direction of the Union.

6. Subcontracting. The Employer, whether acting as a contractor, general manager or developer, shall not contract or subcontract any covered work to be done at the site of construction, alteration, painting or repair of a building, structure or other work to any person, corporation or entity not signatory to and covered by a collective bargaining agreement with the Union. This obligation applies to all tiers of subcontractors performing work at the site of construction. The Employer shall further assume the obligations of all tiers of its subcontractors for prompt payment of employees' wages and other benefits required under this Agreement, including reasonable attorneys' fees incurred in enforcing the provisions hereof.

7. Fringe Benefits. The Employer agrees to pay the amounts that it is bound to pay under said Collective Bargaining Agreements to the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund (including Laborers' Excess Benefit Funds), the Fox Valley Benefit Funds, the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Trust Fund, the Chicago Area Laborers-Employers Cooperation Education Trust, the LDCAJICC, and to all other designated Union-affiliated benefit and labor-management funds (the 'Funds'), and to become bound by and be considered a party to the agreements and declarations of trust creating the Funds as if it had signed the original copies of the trust instruments and amendments thereto. The Employer further affirms that all prior contributions paid to the Welfare, Pension, Training and other Funds were made by duly authorized agents of the Employer at all proper rates, and evidence the Employer's intent to be bound by the trust agreements and Collective Bargaining Agreements in effect when the contributions were made, acknowledging the report form to be a sufficient instrument in writing to bind the Employer to the applicable collective bargaining agreements.

8. Contract Enforcement. All grievances filed by either party arising hereunder shall, at the Union's discretion, be submitted to the Chicago District Council Grievance Committee for final and binding disposition in lieu of another grievance committee, provided that deadlocked grievances shall be submitted to final and binding arbitration upon timely demand. Should the Employer fail to comply within ten (10) days with any binding grievance award, whether by grievance committee or arbitration, it shall be liable for all costs and legal fees incurred by the Union to enforce the award. Notwithstanding anything to the contrary, nothing herein shall limit the Union's right to strike or withdraw its members because of non-payment of wages and/or fringe benefit contributions, failure by the Employer to timely remit dues to the Union, or non-compliance with a binding grievance award. The Employer's violation of any provision of this paragraph will give the Union the right to take any other legal and economic action, including but not limited to all remedies at law or equity, it is expressly understood and agreed that the Union's right to take economic action is in addition to, and not in lieu of, its rights under the grievance procedures. Where necessary to correct contract violations, or where no acceptable steward is currently employed, the Union may appoint and place a steward from outside the workforce at all job sites.

9. Successors. In the event of any change in the ownership, management or operation of the Employer's business or substantially all of its assets, by sale or otherwise, it is agreed that as a condition of such sale or transfer that the new owner or manager, whether corporate or individual, shall be fully bound by the terms and conditions of this Agreement. The Employer shall provide no less than ten (10) days' prior written notice to the Union of the sale or transfer and shall be obligated for all expenses incurred by the Union to enforce the terms of this paragraph.

10. Termination. This Agreement shall remain in full force and effect from June 1, 2013 (unless dated differently below) through May 31, 2017, and shall continue thereafter unless there has been given written notice, by certified mail by either party hereto, received no less than sixty (60) nor more than ninety (90) days prior to the expiration date, of the desire to modify or amend this Agreement through negotiations. In the absence of such timely and proper notice the Employer and the Union agree to be bound by the new applicable association agreement(s), incorporating them into this Agreement and extending this Agreement for the life of the newly negotiated agreements, and thereafter for the duration of successive agreements, unless and until timely notice of termination is given no less than sixty (60) nor more than ninety (90) days prior to the expiration of each successive Collective Bargaining Agreement.

11. Execution. The signatory below warrants his or her receipt of the applicable Collective Bargaining Agreement(s) and authorization from the Employer to execute this Agreement, without fraud or duress, and with full knowledge of the obligations and understandings contained herein. The parties acknowledge and accept facsimile signatures on this Agreement as if they were the original signatures.

Dated: SEPTEMBER 1, 2015

Divine Cement Inc
(Employer)

FEIN No.:

By: Lawrence Green
(Print Name and Title)

(Signature)

811 Pearson DR

(Address)

Juliet 1c 6435

(City, State and Zip Code)

815-719-1315

(Telephone/Fax)

lawrence_green52@yahoo.com

(Email Address)

RECEIVED
SEP 04 2015
LABORERS
DISTRICT COUNCIL

EXHIBIT

A-1

ACCEPTED:
Laborers' Local Union No. 075
By: John Connolly
CONSTRUCTION AND GENERAL LABORERS'
DISTRICT COUNCIL OF CHICAGO AND VICINITY
By: James P. Connolly, Business Manager
By: Charles LoVerda, Secretary-Treasurer
For Office Use Only: WGLCT

Effective June 1, 2013

WHITE - LOCAL UNION

CANARY - TRUST FUND

PINK - DISTRICT COUNCIL

GOLD - EMPLOYER

JUNE 1, 2013 TO MAY 31, 2017

AGREEMENT

between the

CONTRACTORS ASSOCIATION
OF WILL AND GRUNDY COUNTIES
and
LABORERS' LOCAL 75

CONSTRUCTION AND GENERAL
LABORERS' DISTRICT COUNCIL
OF CHICAGO AND VICINITY

LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA
AFL-CIO

ARTICLE V WAGES, PENSION, WELFARE

Wage Classification

Section 1. The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 2013 to and including May 31, 2017 shall be as is set forth below for the respective following classifications as further defined herein. The wage rates include an increase of \$1.90 per hour effective June 1, 2013 to May 31, 2014 to be allocated between wages and fringe benefits by the Union in its sole discretion; June 1, 2014 to May 31, 2015, \$2.00 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion; June 1, 2015, to May 31, 2016, \$2.05 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion; June 1, 2016, to May 31, 2017, \$2.10 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion. The foregoing allocations may include allocations to LECET and LDC/LMCC.

a. Tunnel Miners, and all laborers inside tunnel, Air Blow Pipemen, Torchmen (Burners), Mortaring Men on Sewer and drain pipe (the applying of mortar and composition mixes), all bottom men on sewer work all sewer and drain pipe layers Multiple Concrete Duct or any other type of pipe used on Public Utility work 8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area, all labor work inside Cofferdam, the use of a 10 foot or more drill steel for hand held drills, Caisson Laborers ground level down to 15 feet, all air tools 8 feet or more below ground level, all laborers working on swinging suspended or any type or make of scaffolds, 48 feet to 100 feet, all Chimney and Silo Laborers working at a height of 48 feet to 100 feet, all tamping hammers over 150 lbs., all laborers working inside of a sphere or any type of make or tank at a height of 48 feet to 100 feet, all Hydraulic, electric and air tools

or any other type 8 feet or more below ground level,
Vibrators any type 8 feet or more below ground level:

Effective June 1, 2013: \$37.25 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

b. Chimney and Silo Laborers for every additional 50 feet or any part thereof above 100 feet high shall be paid an additional \$1.00 per hour above the wage rate beginning at

Effective June 1, 2013: \$38.00 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

c. All Laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height shall be paid an additional \$.50 per hour above the wage rate beginning at

Effective June 1, 2013: \$37.50 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

d. Asphalt Rakers, Hod Carriers, Plaster Laborers, Gunite Laborers, Slab for setters on Roads, Highways, Streets, Airport Runways, and Radii (any type of form) stringline men for all aforementioned work, Wagon & Tower drillers on land and floating plant used on dredging, Asphalt Gunners and Plug Men (Undercoating on road work), Mortar Pump Laborers and Plaster Pump Laborers

Effective June 1, 2013: \$37.20 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

e. Outside Tunnel Miner Helpers, Sewer and drain pipe layers and Multiple Concrete Duct or any other type of pipe used on Public Utility Work, ground level down to 8 feet, Pumpcrete Pipe Handlers, Blasting Men Helpers.

Effective June 1, 2013: \$37.10 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

f. Gunite Nozzle Men, Caisson Laborers and all tamping Hammers from 150 lbs. and over, from 15 feet below ground level down to 50 feet

Effective June 1, 2013: \$37.50 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

g. All Underground Cavern Laborers, Caisson Laborers 50 feet or more below ground level, Laborers working under radioactive conditions (suiting up), Blasting Men (Powdermen)

Effective June 1, 2013: \$37.85 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

h. Working Foreman issuing orders to Laborers under section 1 A, B, C, D, E, F, & G shall receive an increase of fifty cents (50¢) per hour above the wages set forth therein. Minimum wage

Effective June 1, 2013: \$37.50 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

i. Non Working Foreman issuing orders to Laborers under section 1 A, B, C, D, E, F, & G shall receive one

dollar (\$1.00) per hour above the wages set forth therein.
Minimum wage

Effective June 1, 2013: \$38.00 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

j. General Labor Foreman shall receive two dollars
(\$2.00) per hour above the wages set forth therein.

Effective June 1, 2013: \$39.00 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

A Union Member issuing orders to one or more
General Foremen

Effective June 1, 2013: \$39.60 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

k. Mortar Mixers, handling asphalt shingles, patented scaffolds, sewer and trench ground level down to 8 feet, Catch Basin and Manhole Diggers, mesh handling on road work, Cement and Mineral Filler Handlers, Concrete Puddlers, Batch Dumpers, (cement & asphalt), Vibrator Operators, Sand and Stone Wheelers, to Mixer, (Handlers), Concrete Wheelers, Air tamping Hammermen, Concrete and Paving Breakers, Rock Drillers, jack-hammermen, Chipping Hammermen, 1 Bag Mixer, Asphalt Laborers, chain and power saws, Pit Men, all fence Laborers, Mason Tenders, (Mortar & Brick Wheeler), Wagon & Tower drill helpers, Kettlemen and Tarmen, Tank Cleaners, Scaffold & Staging Laborers, Pot Firemen, (Tarmen), Heater Tender for any purpose, water pumps, (Portable Water Pumps shall be tended by Laborers if the Employer determines tending is required), rip rap, Electrician, Plumber and Finisher Helpers (mini-

mum), handling of slab steel road forms in any manner, except road form setting, setting center strips, contraction and expansion joints (road work), unloading and handling thereof of the following: Lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad ties and all other creosoted materials, paving blocks and concrete forms, handling of insulation of any type, all work involving the unloading of materials, fixtures, or furnishings whether crated or uncrated, all mortar and composition mixers of sewer work, track Laborers, Chimney and Silo Laborers working at a height of 1 to 48 feet, all Laborers working on swinging, suspended, or any type or make of scaffolding 1 foot to 48 feet, all Laborers working inside a sphere or any type of make of tank minimum rate, all Laborers working inside a sphere or any type or make of tank from bottom to a height of 48 feet minimum rate, form strippers (any type) Mechanical or motorized buggies, for concrete or masons Employers, the use of skid steer loads and forklifts or any other machinery which replaces the wheelbarrow or buggy, handling multiple concrete duct or any other type of pipe used in Public Utility work unless otherwise specified herein, snapping of Wall ties and removal of rods, drilling of Anchor Bolt Holes, concrete or asphalt clipper type saws and self propelled saws, Shoulder and Grade Laborers, all hydraulic electric and air or any other type of tools, grouting and caulking, carpenter helpers, cleaning lumber, nail pulling, deck hand, dredgehand, shore Laborers, Bankmen on Floating Plant, Tool and Material Checkers, (on a job site requiring a Tool Shanty, said Tool Shanty shall be tended by a Laborer if the Employer determines tending is required), Signalmen and Flagmen on all construction work defined herein, cleaning of debris, removal of trees, concrete curving, temporary concrete protection, regardless of manner or materials used, tuck helpers, Laborers on Apsco, Janitorial Service, Wrecking and Demolition Laborers, all landscaping, laying of sod, planting of trees.

Effective June 1, 2013: \$37.00 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

l. Non-Working Watchman only: A work week shall begin Monday and shall end Sunday. All hours worked by non working Watchmen in excess of 40 hours per week shall be paid for at the rate of time and one half the straight time rate. Double time shall be paid as stipulated in Article VI, Section 3, except Sunday and all Fringe Benefits as set forth in Article V, Section 2

Effective June 1, 2013: \$34.25 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

m. Working Watchmen: All of Article V and VI shall be applicable to this employee and therefore shall be paid accordingly.

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

o. Asbestos Use. A premium of \$1.00 per hour shall be paid to any Laborer required to work with asbestos, who is a certified asbestos Laborer who is licensed by the State of Illinois as an Asbestos Abatement worker. Any equipment necessary to perform work or physical examination required by the Employer will be paid for by the Employer.

p. Material Testing Laborer I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt

Effective June 1, 2013: \$27.00 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

q. Material Testing Laborer II: Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Effective June 1, 2013: \$32.00 *to be allocated to fringe
Effective June 1, 2014: \$ 2.00* benefits only by the Union
Effective June 1, 2015: \$ 2.05* in its sole discretion.
Effective June 1, 2016: \$ 2.10* (See above paragraph)

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

APPRENTICESHIP AND TRAINING FUND: The Employer shall contribute fifty cents (\$.50) per hour for each hour worked from June 1, 2013 to May 31, 2014 for all Employees covered under this Agreement to the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund payable to the Training Fund or a designated appointee at the end of each month and such additional sums as the Union may designate in its sole discretion from its total economic package on June 1, 2014, 2015 and 2016 under this Agreement. The terms of the trust establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessment, non-payments and grace periods as set out in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund.

The term of apprenticeship shall be 2,400 hours, or two years, whichever occurs later, or such other duration as is mutually agreed by the Training and Apprenticeship Fund trustees.

All Health and Welfare, Pension, training Fund Industry Advancement and other contributions required under this Agreement will commence immediately upon employment of an apprentice. Union affiliation will be required after seven (7) days of employment.

| | |
|-------------------------------|--|
| 1st six (6) months: | 60% of journeyman (base) wages (\$22.20) |
| 2nd Six (6) months: | 70% of journeyman (base) wages (\$25.90) |
| 3rd Six (6) months: | 80% of journeyman (base) wages (\$29.60) |
| 4th Six (6) months: | 90% of journeyman (base) wages (\$33.30) |
| After 24 months: | 100% of journeyman (base) wages (\$37.00) |

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.

Referral of apprentices will be through the Local Union with jurisdiction over the job site. 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 established by the JATC. 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.

Mandatory Apprenticeship. The Employer shall comply with all requirements of a mandatory apprenticeship program on such terms and at such time as directed by the Joint Apprenticeship Training Committee.

Welfare and Pension

Section 2. a. **Welfare.** Beginning June 1, 2013 the Employer agrees to make Health and Welfare contributions of \$13.38 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages herein stipulated. This \$13.38 per hour shall be paid to the Health and Welfare Department of the 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, 2014 to May 31, 2015; June 1, 2015 to May 31, 2016; June 1, 2016 to May 31, 2017; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension, Training, Labor-Management and Industry Funds to be allocated from the economic package for that year. (See Article V, Section 1).

b. **Pension.** Beginning June 1, 2013, the Employer agrees to make a pension contribution of \$9.52 per hour for each hour worked by all Employees covered by this Agreement in addition to the wages and welfare payments herein stipulated. This \$9.52 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, 2014 to May 31, 2015; June 1, 2015 to May 31, 2016; June 1, 2016 to May 31, 2017; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension, Training, Labor-Management and Industry Funds to be allocated from the economic package for that year. (See Article V, Section 1).

The total economic increase shall be allocated between wages and fringe benefits and other funds by the Union in its sole discretion, except that the Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

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

The failure of the Employer to contribute to the said Welfare or Pension Fund, or to the Vacation Fund 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 the 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 contribution 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.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' affiliated Welfare Fund, Pension Fund and Apprenticeship and Training Fund, and all amendments thereto, and agrees to be bound by all actions taken by the Trustees of those funds pursuant to the Agreements and Declarations of Trust of those funds.

Article III Section 2 of the trust agreements of the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund shall be amended to include the following: "Association-appointed Trustees must be full-time employees of Contributing Employers

within the Association's membership. A Contributing Employer shall be defined as an Employer that has employed an average of five (5) or more Laborers performing bargaining unit work for whom contributions have been made per month in each of the previous three (3) calendar years."

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

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

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

Out of Town Work. When Laborers who reside or work in the nine-county geographic area covered by this Agreement are voluntarily requested to work at locations outside these nine counties, the Employer shall continue to report and pay benefits for all hours worked outside the nine counties. If the work performed is covered under

a labor agreement with the Laborers' International Union of North America or its affiliates, the Employer shall report and pay the benefit contributions to the fringe benefit fund identified, and the contribution rates specified, under that labor agreement. If the work performed is not covered under a labor agreement with the Laborers' International Union of North America or its affiliates, then the Employer shall report and pay the benefit contributions to the fringe benefit funds identified, and the contributions rates specified, under this Agreement. No employee shall be obligated to accept out of town employment or subject to retaliation for refusing such work.

Special Rules for Bonding. An employer that is owned or managed, in whole or part, by an individual who currently has or previously had in the last ten (10) years ownership or principal managerial responsibility for another contributing employer that currently is or ceased doing business when delinquent to the Funds shall be required to post for the benefit of the Funds an additional cash bond or obtain a surety bond from a Fund-approved insurer in an amount equal to twice the amount of the other contributing employer's delinquency. This amount may be adjusted by the Benefit Fund Trustees for each individual employer. This bond shall be in addition to and separate from the bond required elsewhere in this Agreement.

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

contribute to the Laborers' Pension Fund. The Employer hereby agrees that the Board of Trustees of any such Section 415 Excess Benefit Fund shall be authorized to determine each year the amount that will be contributed by the Employer and the amount to be credited to the account of any eligible retiree for payment in lieu of accrued benefits that would exceed the limits set by Section 415 of the Internal Revenue Code. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing Excess Benefit Fund, and all amendments thereto, and agrees to be bound by all actions taken by the Trustees of those funds pursuant to the Agreement and Declaration of Trust of those funds.

Withdrawal of Employees. If the Employees are withdrawn from any job in order to collect contributions to the Laborers' Health and Welfare, Pension and/or Apprenticeship and Training Funds, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and not from any other entity. The foregoing shall not apply if the Employer has made payment on behalf of the affected employees to another fringe benefit fund under a labor agreement of a union affiliated with the Building and Construction Trades Department, AFL-CIO.

Check Off and Dues Deductions

Section 3. Employers also agree to deduct from the net earnings payable to an Employee covered by this Agreement, initiation fees and quarterly non working 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.

Employers covered by this Agreement shall deduct from the wages of Employees covered by said contract, working dues in the amount established from time to time by the Union for each hour worked and shall remit monthly to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made.

The Union will submit to the Employer a written statement of respective amounts of initiation fees and union dues due the Union. The Employer will then deduct said amount from each Employee's pay every weekly pay period until the total amount of initiation fees and dues have been deducted. Deductions from the weekly wages shall be not less than Twenty five (\$25.00) Dollars per week to apply to initiation fees and dues until fully paid.

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

Employees may authorize deductions of more than the aforesaid Twenty five (\$25.00) Dollars per week, if they so desire, in order to complete early payment of initiation fees and quarterly dues.

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 irrevocable for a period of more than one (1) year, or prior to the termination date of this Agreement, whichever occurs sooner.

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.

Should the Employer fail to remit check off 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. Dues remittance reports shall include a report of the hours worked and wages earned by each Laborer. Employers who fail to timely remit Union dues shall be assessed an additional ten percent (10%) liquidated damages. The Union may audit the Employer to monitor its compliance with this article.

The Union may file suit, or withdraw its members, or both for non-remittance or underpayment of dues.

The Employer will deduct an amount designated by the Union for each hour that an employee receives wages under the terms of this Agreement on the basis of individually signed voluntary authorized deduction forms and shall pay over the amount so deducted to the Laborers' Political League ("LPL") or to a designated appointee, not later than the 10th day of the month next following the month for which such deductions were made. LPL remittances shall include a report of the hours worked by each Laborer for whom deductions are made. Remittances shall be made by a separate check payable to the Laborers' Political League. The Employer shall be paid a processing fee each month from the total amount to be transmitted to the LPL to be calculated at the Illinois Department of Revenue standard.

Industry and Safety Funds

Section 4. Each Employer shall pay into the WILL GRUNDY INDUSTRY ADVANCEMENT TRUST (hereinafter sometimes referred to as the Industry and Safety Fund) in the amount of \$.08 for each hour worked for the Employer by those of his Employees covered by this Agreement.

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.

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

During the term of this Agreement, it shall be at the discretion of the Employer Association to name an alternate industry fund to that of the W.G.I.A.T. The Association shall notify the Union when it exercises its option to choose an alternate industry fund.

Each Employer shall pay the amount of seven cents (\$.07) for each hour worked by those employees covered under this Agreement to the Chicago area Laborers Employers Cooperation Education Trust (LECET).

Each Employer shall pay the amount of twelve cents (\$.12) for each hour worked by those employees covered under this Agreement to the Laborers' District Council Labor-Management Cooperation Committee ("LDC/LMCC")

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

Should any Employer fail to make payments to the Industry and Safety Fund, LECET or LDC/LMCC Fund, the Employer shall be liable for and pay, in addition to the delinquent contributions, interest at a rate of ten percent (10%) per year for such delinquencies, and to pay all

costs of collection, including audit expenses and attorney fees and costs.

Foreman and General Foreman

Section 5. Where there are three (3) to six (6) Laborers employed on a job, one Laborer shall be a working Foreman; where there are seven (7) or more Laborers employed on a job, one (1) Laborer shall be a non working Foreman. The Employer may select a working or a non working Foreman from the group of Laborers to supervise in the above mentioned. The Employer may advance the working Foreman to a non working Foreman if he so desires.

This Agreement shall not include the supervisory forces classed as clerical employees; timekeepers, superintendents, master mechanics or general labor foreman. In the event that the Employer desires to employ a General Labor Foreman who is a member of the Union his wages shall not be less than stipulated herein.

A General Labor Foreman is considered as such when he issues orders to one or more Labor Foreman. In the event that the Employer desires to employ a Union Member who issues orders to one or more General Labor Foremen his wages shall not be less than as stipulated herein.

Composite Crews

Section 6. It is agreed that where composite crews are worked, and the Crafts are doing each others work the Laborers wages shall not be less than those received by the Carpenters. If Carpenters are not employed in these composite crews it will be at the option of the Union to designate wages to be paid on that job according to those Crafts involved.

Weekly Pay Day

Section 7. Employees shall be paid weekly at a regular specified day agreed upon the Employer and the Union. Employees must be paid before quitting time.

unable to reconcile a dispute with the Employer shall report same to the office of the Union which will settle or adjust such disputes. The Stewards will also be recognized as the laborers' Safety Representative.

d. In no instance shall the Steward be discriminated against because of his affiliation with the Union or because of his activities on behalf of the Union.

Section 3. Pre-Job Conferences:

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

Section 4. Bonding:

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

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

Paragraph 3. The Employer shall be required to obtain an appropriate bond within thirty (30) days of executing this Agreement, which bond may also be posted in cash. Should the Employer fail to comply with the pro-

visions of this Article, the Union may withdraw its employees or strike until such compliance occurs, and the Employer shall further be liable for all costs, including attorneys fees, incurred in enforcing these provisions.

Paragraph 4. Withdrawal of Employees. If the Employees are withdrawn from any job in order to ensure compliance with the provisions of this Article, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and not from any other entity. The foregoing shall not apply if the Employer produces the required bond before expiration of the 2-day notice period.

Section 5. ACCESS TO PREMISES. Authorized representatives of the Union shall have access to all construction projects, provided that they first notify the employer of their arrival, that they do not stop the progress of the project (except to the extent as may be authorized in this Agreement), and provided further that such representatives fully comply with the visitor and security rules established for the construction project by the general contractor and the owner. It shall be the duty of the Employer to provide adequate passes, as requested by the Union, provided the Employer is able to do so.

Section 6. KEY MAN. The Employer may utilize no more than one (1) Laborer at a job site as its key man who resides outside the geographic area covered by this Agreement. This limitation shall not apply to any Laborer who works regularly and continuously within the geographic area covered by this Agreement. Exceptions can be made with the parties' mutual agreement in order to obtain reciprocal arrangements with other jurisdictions.

JUNE 1, 2017 through MAY 31, 2021

A G R E E M E N T

between

**CONTRACTORS' ASSOCIATION
OF WILL AND GRUNDY COUNTIES**

and

LABORERS' LOCAL 75

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

**LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA
AFL-CIO**

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

Sewer, Drains, Culverts and Multiplate:

Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing; breaking of concrete, backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling, and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that employer may direct that this work be done under proper supervision. Referee Hutchenson s decision. Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, fittings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields.

Inspection, Maintenance and Repair of Underground Utilities, and Sewers:

All underground and preparatory work, which includes televised inspections, telegROUTING, root cutting, herbicide application, lining, vacuuming, vacuum excavation, and jetting, in new or existing utilities, water mains, structures, shafts, tunnels, sewers, drains, pipes and related structures of every character and description; all work performed on the ground when excavating with a vac-truck.

Underpinning, Lagging, Bracing, Propping and Shoring:

Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures, loading, signaling, right- of-way clearing along the route of movement. Resetting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and back-filling, landscaping old and new site.

Drilling and Blasting: All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces of surfaces with wire mesh and any other material and setting of necessary bolts and robs to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety device and signaling, flagging, road guarding.

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

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

Factories: All work in factories, mills, power stations, oil refineries, chemical plants, and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw material unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, rest rooms and furniture. The erection, set-up, and dismantlement of all step off pads in contaminated work areas. The shielding of all radioactive services. The decontamination of all radioactively contaminated tools, materials, equipment, and work areas. All fire watch attendants when multi-craft personnel are used, and all general area firewatch. Attendants for all confined space entry when multi-craft personnel are used. All attendants for foreign material exclusion when single or multi-craft are used

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

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

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

removal of debris, burning, backfilling and landscaping of the site of wrecked structures.

Railroad Track Work: Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. All burning or otherwise cutting of track. Setting of tie plates, bolting, leveling, and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts and connected with same and removal and replacing of all fences.

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

Use of Tools: Operation of all hand, pneumatic, electrical, motor, combustion or air driven tools or equipment necessary for the performance of work described herein. In short, all unskilled labor connected with work undertaken by members of the Employer, and the handling of all materials or appliances in any trade where it will be more economical to have the work performed by Laborers as may be decided by the Employer, subject to appeal to and decision of the Joint Arbitration Board.

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

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

Wrecking: Complete Demolition: Work pertaining to wrecking of buildings and structures in their entirety and removed to the basement floor level is covered by this Agreement, and rates as established herein shall apply.

Flying Forms: Laborers shall tend the Carpenters when prefabricating the Flying Forms on the ground.

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

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

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

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

Machinery Jurisdiction

Section 3 In any instance where a machine replaces only the work of Laborers, said machine shall be operated by a Laborer, if so determined by the Employer.

There shall be no restrictions as to the use of machinery, tools or appliances, except a regular #2 sand and gravel scoop and nothing larger be used for shoveling said sand and gravel.

That there shall be no restrictions as to the use of any raw or manufactured materials, except prison made.

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

ARTICLE V WAGES, PENSION, WELFARE Wage Classification

Section 1 The rates of wages exclusive of fringe benefits to be paid in this trade for the period June 1, 2017 to and including May 31, 2021 shall be as is set forth below for the respective following classifications as further defined herein. The wage rates include an increase of \$2.17 per hour effective June 1, 2017 to May 31, 2018 to be allocated between wages and fringe benefits by the Union in its sole discretion; June 1, 2018 to May 31, 2019, \$2.24 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion; June 1, 2019, to May 31, 2020, \$2.31 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion. June 1, 2020, to May 31, 2021, \$2.39 per hour increase to be allocated between wages and fringe benefits by the Union in its sole discretion. The foregoing allocations may include allocations to LECET and LDC/LMCC.

The Union shall allocate the total economic increase in its sole discretion, subject to the following: The Union will allocate seventy-five cents (\$.75) in the first year of this Agreement, and twenty-five cents (\$.25) in each of the second, third and fourth years of this Agreement, which will be dedicated only toward reduction in the Laborers' Pension Fund's unfunded liability and will not be used for benefit improvements. Any allocations to the Laborers' Pension Fund in any contract year in excess of the above-stated amounts shall, at the Union's option, be dedicated only toward benefit improvements, provided that the pension fund remains in green fund status as defined by the Pension Protection Act of 2006, or any successor legislation.

a. Tunnel Miners, and all laborers inside tunnel, Air-Blow Pipemen, Torchmen (Burners), Mortaring Men on Sewer and drain pipe (the applying of mortar and composition mixes), all bottom men on sewer work all sewer and drain pipe layers Multiple Concrete Duct or any other type of pipe used on Public Utility work 8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area, all labor work inside Cofferdam, the use of a 10 foot or more drill steel for hand held drills, Caisson Laborers ground level down to 15 feet, all air tools 8 feet or more below ground level,

all laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet, all Chimney and Silo Laborers working at a height of 48 feet to 100 feet, all tamping hammers over 150 lbs., all laborers working inside of a sphere or any type of make or tank at a height of 48 feet to 100 feet, all Hydraulic, electric and air tools or any other type 8 feet or more below ground level, Vibrators any type 8 feet or more below ground level:

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$41.45 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

b. Chimney and Silo Laborers for every additional 50 feet or any part thereof above 100 feet high shall be paid an additional \$1.00 per hour above the wage rate beginning at

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$42.20 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

c. All Laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height shall be paid an additional \$.50 per hour above the wage rate beginning at

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$41.70 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union in its sole |
| Effective June 1, 2020: | \$2.39* | discretion. (See above paragraphs) |

d. Asphalt Rakers, Hod Carriers, Plaster Laborers, Gunite Laborers, Slab for setters on Roads, Highways, Streets, Airport Runways, and Radii (any type of form) stringline men for all aforementioned work, Wagon & Tower drillers on land and floating plant used on dredging, Asphalt Gunners and Plug Men (Undercoating on road work), Mortar Pump Laborers and Plaster Pump Laborers

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$41.40 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

e. Outside Tunnel Miner Helpers, Sewer and drain pipe layers and Multiple Concrete Duct or any other type of pipe used on Public Utility Work, ground level down to 8 feet, Pumpcrete Pipe Handlers, Blasting Men Helpers.

Effective June 1, 2017: \$41.30

| | | |
|-------------------------|---------|--|
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

f. Gunite Nozzle Men, Caisson Laborers and all tamping Hammers from 150 lbs. and over, from 15 feet below ground level down to 50 feet.

| | | |
|-------------------------|----------|--|
| Effective June 1, 2017: | \$41.70 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31** | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

g. All Underground Cavern Laborers, Caisson Laborers 50 feet or more below ground level, Laborers working under radioactive conditions (suiting up), Blasting Men (Powdermen)

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$42.05 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

h. Working Foreman issuing orders to Laborers under section 1-A, B, C, D, E, F, & G shall receive an increase of fifty cents (50¢) per hour above the wages set forth therein. Minimum wage

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$41.70 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

i. Non-Working Foreman issuing orders to Laborers under section 1- A, B, C, D, E, F, & G shall receive one dollar (\$1.00) per hour above the wages set forth therein. Minimum wage

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$42.20 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

j. General Labor Foreman shall receive two dollars (\$2.00) per hour above the wages set forth therein.

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$43.20 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphz) |

A Union Member issuing orders to one or more General Foremen.

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$43.80 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

k. Mortar Mixers, handling asphalt shingles, patented scaffolds, sewer and trench ground level down to 8 feet, Catch Basin and Manhole Diggers, mesh handling on road work, Cement and Mineral Filler Handler, Concrete Puddlers, Batch Dumpers, (cement & asphalt), Vibrator Operators, Sand and Stone Wheelers, to Mixer, (Handlers), Concrete Wheelers, Air-tamping Hammermen, Concrete and Paving Breakers, Rock Drillers, jackhammermen, Chipping Hammermen, 1-Bag Mixer, Asphalt Laborers, chain and power saws, Pit Men, all fence Laborers, Mason Tenders, (Mortar & Brick Wheeler), Wagon & Tower drill helpers, Kettlemen and Tarmen, Tank Cleaners, Scaffold & Staging Laborers, Pot Firemen, (Tarmen), Heater Tender for any purpose, water pumps, (Portable Water Pumps shall be tended by Laborers if the Employer determines tending is required), rip rap, Electrician, Plumber and Finisher Helpers (minimum), handling of slab steel road forms in any manner, except road form setting, setting center strips, contraction and expansion joints (road work), unloading and handling thereof of the following: Lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad ties and all other creosoted materials, paving blocks and concrete forms, handling of insulation of any type, all work involving the unloading of materials, fixtures, or furnishings whether crated or uncrated, all mortar and composition mixers of sewer work, track Laborers, Chimney and Silo Laborers working at a height of 1 to 48 feet, all Laborers working on swinging, suspended, or any type or make of scaffolding 1 foot to 48 feet, all Laborers working inside a sphere or any type of make of tank minimum rate, all Laborers working inside a sphere or any type or make of tank from bottom to a height of 48 feet minimum rate, form strippers (any type) Mechanical or motorized buggies, for concrete or masons Employers, the use of skid steer loads and forklifts or any other machinery which replaces the wheelbarrow or buggy, handling multiple concrete duct or any other type of pipe used in Public Utility work unless otherwise specified herein, snapping of Wall ties and removal of rods, drilling of Anchor Bolt Holes, concrete or asphalt clipper type saws and self-propelled saws, Shoulder and Grade Laborers, all hydraulic electric and air or any other type of tools, grouting and caulking, carpenter helpers, cleaning lumber, nail pulling, deck hand, dredgehand, shore Laborers, Bankmen on Floating Plant, Tool and Material Checkers, (on a job site requiring a Tool Shanty, said Tool Shanty shall be tended by a Laborer if the Employer determines tending is required), Signalmen and Flagmen on all construction work defined herein, cleaning of debris, removal of trees, concrete curing, temporary concrete protection, regardless of manner or materials used, tuck helpers, Laborers on Apsco, Janitorial Service, Wrecking and Demolition Laborers, all landscaping, laying of sod, planting of trees.

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$41.20 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

1. Non-Working Watchman only: A work week shall begin Monday and shall end Sunday. All hours worked by non-working Watchmen in excess of 40 hours per week shall be paid for at the rate of time and one-half the straight time rate. Double time shall be paid as stipulated in Article VI, Section 3, except Sunday and all Fringe Benefits as set forth in Article V, Section 2

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$38.45 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

m. Working Watchmen: All of Article V and VI shall be applicable to this employee and therefore shall be paid accordingly.

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

o. Asbestos Use. A premium of \$1.00 per hour shall be paid to any Laborer required to work with asbestos, who is a certified asbestos Laborer who is licensed by the State of Illinois as an Asbestos Abatement worker. Any equipment necessary to perform work or physical examination required by the Employer will be paid for by the Employer.

p. Material Testing Laborer I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt

| | | |
|-------------------------|---------|--|
| Effective June 1, 2017: | \$31.20 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |
| Effective June 1, 2020: | \$2.39* | in its sole discretion. (See above paragraphs) |

q. Material Testing Laborer II: Field Inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

| | | |
|-------------------------|---------|------------------------------------|
| Effective June 1, 2017: | \$36.20 | |
| Effective June 1, 2018: | \$2.24* | *to be allocated between wages and |
| Effective June 1, 2019: | \$2.31* | fringe benefits by the Union |

Effective June 1, 2020: \$2.39* in its sole discretion. (See above paragraphs)

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

APPRENTICESHIP AND TRAINING FUND: The Employer shall contribute fifty cents (\$.50) per hour for each hour worked from June 1, 2017 to May 31, 2018 for all Employees covered under this Agreement to the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund payable to the Training Fund or a designated appointee at the end of each month and such additional sums as the Union may designate in its sole discretion from its total economic package on June 1, 2018, 2019 and 2020 under this Agreement. The terms of the trust establishing the Fund are incorporated by reference herein and all terms regarding auditing, assessment, non-payments and grace periods as set out in the Collective Bargaining Agreement regarding payment of Welfare and Pension Fund contributions shall apply as if fully set forth herein for the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Fund.

The term of apprenticeship shall be 2,400 hours, or two years, whichever occurs later, or such other duration as is mutually agreed by the Training and Apprenticeship Fund trustees. All Health and Welfare, Pension, training Fund Industry Advancement and other contributions required under this Agreement will commence immediately upon employment of an apprentice. Union affiliation will be required after seven (7) days of employment.

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

1st six (6) months: 60% of journeyman (base) wages (\$24.72)

2nd Six (6) months: 70% of journeyman (base) wages (\$28.84)

3rd Six (6) months: 80% of journeyman (base) wages (\$32.96)

4th Six (6) months: 90% of journeyman (base) wages (\$37.08)

After 24 months: 100% of journeyman (base) wages (\$41.20)

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.

Referral of apprentices will be through the Local Union with jurisdiction over the job site. 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 established by the JATC. 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.

Mandatory Apprenticeship. The Employer shall comply with all requirements of a mandatory apprenticeship program on such terms and at such time as directed by the Joint Apprenticeship Training Committee.

Welfare and Pension

Section 2.a. Welfare. Beginning June 1, 2017 the Employer agrees to make Health and Welfare contributions of \$14.65 per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages herein stipulated. This \$14.65 per hour shall be paid to the Health and Welfare Department of the 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, 2018 to May 31, 2019; June 1, 2019 to May 31, 2020; June 1, 2020 to May 31, 2021; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension, Training, Labor-Management and Industry Funds to be allocated from the economic package for that year. (See Article V, Section 1).

b. Pension. Beginning June 1, 2017, the Employer agrees to make a pension contribution of \$12.32 per hour for each hour worked by all Employees who are covered by this Agreement in addition to the wages and welfare payments herein stipulated. This \$12.32 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, 2018 to May 31, 2019; June 1, 2019 to May 31, 2020; June 1, 2020 to May 31, 2021; that on May 1 of each year, if able, but not later than June 1, the Union in its sole discretion, shall determine the amount of additional contributions to Welfare and/or Pension, Training, Labor-Management and Industry Funds to be allocated from the economic package for that year. (See Article V, Section 1).

The total economic increase shall be allocated between wages and fringe benefits and other funds by the Union in its sole discretion, except that the Union agrees that it shall allocate sufficient funds to the pension fund of the Union from the total economic package increases set forth above in each year of this agreement such that the pension fund remains in green status as defined by the Pension Protection Act of 2006, or any successor legislation.

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

The failure of the Employer to contribute to the said Welfare or Pension Fund, or to the Vacation Fund 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 the 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 contribution 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.

The Employer agrees to be bound by the Agreements and Declarations of Trust establishing the Laborers' affiliated Welfare Fund, Pension Fund and Apprenticeship and Training Fund, and all amendments thereto, and agrees to be bound by all actions taken by the Trustees of those funds pursuant to the Agreements and Declarations of Trust of those funds.

Article III Section 2 of the trust agreements of the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity and the Laborers' Pension Fund shall be amended to include the following: "Association-appointed Trustees must be full-time employees of Contributing Employers within the Association's membership. A Contributing Employer shall be defined as an Employer that has employed an average of five (5)

or more Laborers performing bargaining unit work for whom contributions have been made per month in each of the previous three (3) calendar years.”

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

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

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

Out of Town Work. When Laborers who reside or work in the nine-county geographic area covered by this Agreement are voluntarily requested to work at locations outside these nine counties, the Employer shall continue to report and pay benefits for all hours worked outside the nine counties. If the work performed is covered under a labor agreement with the Laborers' International Union of North America or its affiliates, the Employer shall report and pay the benefit contributions to the fringe benefit fund identified, and the contribution rates specified, under that labor agreement. If the work performed is not covered under a labor agreement with the Laborers' International Union of North America or its affiliates, then the Employer shall report and pay the benefit contributions to the fringe benefit funds identified, and the contributions rates specified, under this Agreement. No employee shall be obligated to accept out of town employment or subject to retaliation for refusing such work.

Special Rules for Bonding. An employer that is owned or managed, in whole or part, by an individual who currently has or previously had in the last ten (10) years ownership or principal managerial responsibility for another contributing employer that currently is or ceased doing business when delinquent to the Funds shall be required to post for the benefit of the Funds an additional cash bond or obtain a surety bond from a Fund-approved insurer in an amount equal to twice the amount of the other contributing employer's delinquency. This amount may be adjusted by the Benefit Fund Trustees for each individual employer. This bond shall be in addition to and separate from the bond required elsewhere in this Agreement.

Excess Benefit Fund. A Section 415 Excess Benefit Fund shall be established for the purpose of providing alternative benefit to any employees of the Employer who become unable to receive the entire amount of the accrued pension benefits to which they would be entitled under one or more of the pension plans sponsored by their Employer because of limitations

established by Section 415 of the Internal Revenue Code. The Employer may be required and directed by the Board of Trustees of the Excess Benefit Fund to contribute a portion of its agreed-upon "pension" contribution to the Section 415 Excess Benefit Fund and shall not increase the Employer's cost beyond the amount that the Employer is obligated to contribute to the Laborers' Pension Fund. The Employer hereby agrees that the Board of Trustees of any such Section 415 Excess Benefit Fund shall be authorized to determine each year the amount that will be contributed by the Employer and the amount to be credited to the account of any eligible retiree for payment in lieu of accrued benefits that would exceed the limits set by Section 415 of the Internal Revenue Code. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing Excess Benefit Fund, and all amendments thereto, and agrees to be bound by all actions taken by the Trustees of those funds pursuant to the Agreement and Declaration of Trust of those funds.

Withdrawal of Employees. If the Employees are withdrawn from any job in order to collect contributions to the Laborers' Health and Welfare, Pension and/or Apprenticeship and Training Funds, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' written notice of intention to remove employees from the job is given to the Employer by the Union. These lost time amounts may be collected only from the contractor with whom the Union has a dispute and not from any other entity. The foregoing shall not apply if the Employer has made payment on behalf of the affected employees to another fringe benefit fund under a labor agreement of a union affiliated with the Building and Construction Trades Department, AFL-CIO.

Check-Off and Dues Deductions

Section 3 Employers also agree to deduct from the net earnings payable to an Employee covered by this Agreement, initiation fees and quarterly non-working 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.

Employers covered by this Agreement shall deduct from the wages of Employees covered by said contract, working dues in the amount established from time to time by the Union for each hour worked and shall remit monthly to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made.

The Union will submit to the Employer a written statement of respective amounts of initiation fees and union dues due the Union. The Employer will then deduct said amount from each Employee's pay every weekly pay period until the total amount of initiation fees and dues have been deducted. Deductions from the weekly wages shall be not less than Twenty-five (\$25.00) Dollars per week to apply to initiation fees and dues until fully paid.

Deductions shall be remitted to the Union or to a designated appointee by the Employer

Section 3 Double time shall be paid for all reporting and waiting time and any work done on Sunday or the following Holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Holidays falling on Sunday shall be celebrated on Monday. No work shall be performed on Labor Day except under extreme emergency and then, only when consent has been given by the Union.

Shift Work

Section 4 When work is carried on in 3 shifts, they shall start as follows: 12:00 Midnight to 8:00 A.M., 8:00 A.M. to 4:00 P.M., 4:00 P.M. to Midnight. All work done before and after these specified hours shall be paid as overtime.

All employees working the 4:00 P.M. to 12:00 Midnight shift and the 12:00 Midnight to 8:00 A.M. shift where shift work is involved shall receive an additional fifty (50¢) cents per hour above their regular wage rate.

A work week on shift work starts Monday 12:01 A.M. and extends to Friday 12:00 Midnight. All work done after Midnight Friday must be paid as overtime. Each shift shall work 7½ hours, with a half hour lunch period at 8 hours pay. Any work done in excess of 7½ hours per shift must be paid as overtime. No shift work will be allowed for periods of less than 5 days unless it is imperative; in that event, all work done before and after regular working hours (7:00 A.M. to 3:30 P.M.) shall be paid as overtime. All reporting and waiting time and any overtime must be paid as stipulated in Article VI, Section 1, 2, and 3 which also covers Saturday, Sunday and Holidays. All of Sub-Section (c) this Article VI also applies to Sub-Section (a) and (b). Where work is carried on in two (2) shifts, the first shift shall start as provided in Article VI Section 1. The second shift shall not overlap with the first shift and shall run consecutively. Employees working the second shift shall receive an additional fifty-cents (\$.50) per hour above their regular rate.

Where two ten (10) hour shifts are used, an eating period of one-half hour shall be allowed each shift, which shall be unpaid. Time and one-half (1.5) the regular hourly wage shall be paid for the first two and one-half (2.5) hours after the eighth hour worked, and double time shall be paid for all hours worked thereafter.

Where two twelve (12) hour shifts are used, an eating period of one-half hour shall be allowed each shift without loss of pay. Time and one-half (1.5) the regular hourly wage shall be paid for the first two and one half (2.5) hours after the eighth hour, and double time shall be paid for all hours worked thereafter. A paid twenty (20) minute break shall be provided during the four (4) hour overtime.

Other Pay Rates

Building Construction and Heavy and Highway

LABORERS' CHICAGO DISTRICT COUNCIL/CONTRACTOR'S ASSOCIATION OF WILL AND GRUNDY COUNTIES TENTATIVE AGREEMENT

This Memorandum of Understanding is made by and between the Contractor's Association of Will and Grundy Counties ("CAWGC") and the Construction and General Laborers' District Council of Chicago and Vicinity, for and on behalf of its affiliated local unions (collectively, the "Union").

Subject to the Parties' respective ratification procedures, the Parties agree to extend their 2017-2021 labor agreement an additional five (5) years, from June 1, 2021 through May 31, 2026, with all dates therein modified to reflect the new contract term, and with the following additional modifications:

1. NEW Article on public health emergencies:

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

2. Out of Town Work (Art. V, sec. 2). Add the following:

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

3. Stewards (Art. VII Sec. 2(b) Revise as follows:

b. The Stewards 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 and also the last laborer on the job; providing the steward is qualified to perform the work. ~~that he does not replace another laborer that was previously assigned to specific work.~~

4. Dues Deductions (Art. V Sec. 3) Revise as follows:

Par. 1: Revise as follows:
substitute "gross payroll earnings" for "net earnings"

Par. 2: Revise as follows:
Employers covered by this Agreement shall deduct from the wages of Employees covered by said contract, working dues in the amount established from time to time by the Union from



gross payroll earnings for each hour worked and shall remit monthly to the Union office the sums so deducted, together with an accurate list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee, not later than the 10th day of the month next following the month for which such deductions were made.

Par. 3: Revise as follows:

The Union will submit to the Employer a written statement of respective amounts of initiation fees and union dues due the Union. The Employer will then deduct said amount from each Employee's pay every weekly pay period until the total amount of initiation fees and dues have been deducted. ~~Deductions from the weekly wages shall be not less than Twenty five (\$25.00) Dollars per week to apply to initiation fees and dues until fully paid.~~

Par. 4: Revise as follows:

Deductions shall be remitted to the Union or to a designated appointee by the Employer promptly, and the Local Union shall acknowledge receipt of the money. The Employer shall furnish the Union with a record of those for whom deductions have been made, the amount of the deductions, and a list of absentees. Effective June 1, 2022, the Employer shall submit monthly dues remittance reports to the Union through the District Council web portal.”

Par. 5: Revise as follows:

~~Employees may authorize deductions of more than the aforesaid Twenty five (\$25.00) Dollars per week, if they so desire, in order to complete early payment of initiation fees and quarterly dues.~~

5. Pension (Art. V).

Delete the following paragraph and additional clause:

“The Union shall allocate the total economic increase in its sole discretion, subject to the following: The Union will allocate seventy-five cents (\$.75) in the first year of this Agreement, and twenty-five cents (\$.25) in each of the second, third and fourth years of this Agreement, which will be dedicated only toward reduction in the Laborers’ Pension Fund’s unfunded liability and will not be used for benefit improvements. Any allocations to the Laborers’ Pension Fund in any contract year in excess of the above stated amounts shall, at the Union’s option, be dedicated only toward benefit improvements, provided that the pension fund remains in green fund status as defined by the Pension Protection Act of 2006, or any successor legislation.”

6. Contribution Increments (Art. 5).

Add new Section:

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

dr

HC

7. Holiday Work Weeks (Art. VI, Section 1).

Unless the Employer is delinquent in the payment of fringe benefit fund contributions or working dues, has failed to comply with a JGC or arbitration award, or is in violation of JATC rules, in weeks that have designated holidays 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 work days at straight time. The four (4) ten-hour workdays can be nonconsecutive if the other trades working alongside the Laborers are working the same schedule. In order to use this alternate work schedule, the Union and the Employees must have notice no later than four o'clock pm on the preceding Friday. The notice to the Union shall be through the District Council's web portal, and the Union must give permission to the Employer in writing.

8. Working Hours and Rate (Art. VI).

Par. 2: Add an additional paragraph as follows:

At the option of the Employer, the starting times for the day (or the first) shift may be adjusted upon notice to and clearance by the Union from 6:00 a.m. to 9:00 a.m. at straight time.

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

8. Total Annual Economic Increase

The term of this Agreement shall be five years, from June 1, 2021 through May 31, 2026. The total economic increases to be paid under this agreement shall be:

Effective June 1, 2021: \$2.45 per hour

Effective June 1, 2022: \$2.50 per hour

Effective June 1, 2023: \$2.55 per hour

Effective June 1, 2024: \$2.60 per hour

Effective June 1, 2025: \$2.65 per hour

For the Construction and General Laborers' District Council of Chicago & Vicinity, for and on behalf of its affiliated local unions

By: John P. Conroy
Its authorized representative

By: John P. Conroy
Its authorized representative

For the Contractors' Association of Will and Grundy Counties

By: John P. Conroy
Its authorized representative

Dated: May 25, 2021

RESTATED AGREEMENT

AND

DECLARATION OF TRUST

CREATING

LABORERS' PENSION FUND

With Amendments Through
May 31, 2002

- (b) To enforce the provisions of the Pension Plan and the rules and regulations adopted by the Trustees in a uniform manner with respect to individuals similarly situated.
- (c) To determine questions arising under the Pension Plan or this Agreement, including the power to determine the rights of Employees and their Beneficiaries, and their respective benefits, and to remedy ambiguities, inconsistencies or omissions.

ARTICLE VII

FUNDING PENSION PLAN BENEFITS

Section I. IN GENERAL. In order to fund the benefits provided under the Pension Plan, each Employer, for the period that it is obligated by a Written Agreement, shall make contributions to the Trustees at the times required by that agreement. The rate of contributions shall be determined by the applicable Collective Bargaining Agreement or Participation Agreement, together with any amendments, supplements or modifications thereto. Notwithstanding the preceding sentence, if an Employer is required to make contributions by reason of a Participation or other Written Agreement that is not a Collective Bargaining Agreement, the amount of its contributions shall be the same as the amount required by the Collective Bargaining Agreement in effect between the Employer Association and the Union which covers Employees performing similar work. No

Employee shall be permitted to contract or otherwise agree with or permit his Employer to provide wage or benefit payments which do not conform with the amount of contributions required under the provisions of a Collective Bargaining Agreement or Participation Agreement and any such contract or agreement shall be null and void. It shall not be a defense to any claim by the Trustees or an Employee for payment of delinquent contributions from an Employer that such Employer has entered into an agreement with any Employee purporting to waive the Employee's right to strict compliance with the provisions of the applicable Collective Bargaining Agreement or a Participation Agreement. All contributions shall be paid in the manner and form required by the Trustees.

Section 2. DEFAULT IN PAYMENT OF CONTRIBUTIONS. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer of his obligation to make payments. The Trustees may take any action necessary to enforce payment of the contributions and penalties due hereunder, including, but not limited to, proceedings at law and in equity. Any such action shall not prejudice the Union in any action it may wish to take on account of such nonpayment. The Trustees are authorized to establish a reasonable and lawful grace period by which contributions must be received; Employers making contributions that are not received before the expiration of said period and any Employer making late payments due under an installment agreement shall be assessed liquidated damages of 10% of the amount of the contributions which are owed. All Employers party to or otherwise bound by this Agreement acknowledge that the

liquidated damages will be used to defer administrative costs arising by said delinquency and acknowledge the costs to be actual and substantial though difficult to ascertain; however the Employers acknowledge these costs to be at a minimum of 10%, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions and any payments owed by an Employer pursuant to an installment agreement, shall bear interest up to the prime rate of interest plus two points charged by the Fund's custodian bank (or any other bank selected by the Trustees) or such other lawful amount as determined by the Trustees from the due date until totally satisfied. The Trustees are hereby given the power and authority to delegate the collection of contributions to a Collection Committee, which, in its discretion, may assess a lesser or greater amount or waive or suspend payment of liquidated damages, interest, audit fees or investigative costs in accordance with rules and procedures adopted by the Collection Committee and to compromise claims for delinquent contributions and related liabilities and collection costs where appropriate to settle cases favorably for the Fund. The Collection Committee may include trustees of the Laborers' Welfare Fund as members of the Committee.

In the event an Employer party to this Agreement or otherwise bound thereby becomes delinquent in his contributions or an installment agreement, or fails to post a bond as required, said delinquent Employer shall be liable for reasonable attorneys' fees and for all reasonable costs incurred in the collection process, including court fees, audit fees, investigative costs, etc. The term "reasonable attorneys' fees" as used herein shall mean all

attorneys' fees in the amounts for which the Trustees become legally obligated including recovery of liquidated damages, audit costs, filing fees and any other expenses incurred by the Trustees.

The Trustees are hereby given the power and authority, in their discretion, to require any Employer to deposit with the Trustees, in advance, as a guarantee for the payment of monthly contributions, an amount equal to three (3) times the monthly contributions of such Employer, as estimated by the Trustees. At the option of the Trustees the Employer shall furnish the Trustees, in lieu of any cash deposit, a bond in an amount not less than Five Thousand Dollars (\$5,000.00) or in an amount consistent with the terms of the current collective bargaining agreements. In the event an Employer is repeatedly delinquent in its contribution payments to the Pension Fund, the Trustees have the power and authority to require that Employer to purchase a bond in excess of \$5,000.00 or the amounts set forth in the current collective bargaining agreements, in an amount equal to three (3) times the highest monthly contributions of the Employer in the twelve months prior to any delinquency. The Trustees, in their discretion, may also waive the requirement of a cash deposit or a surety bond in lieu of a personal guaranty when such waiver is warranted.

Section 3. REPORT ON CONTRIBUTIONS AND PRODUCTION OF RECORDS. The Employers shall make all reports on contributions required by the Trustees. Each Employer shall promptly furnish to the Trustees, on demand, the names of its employees, their social security numbers, the hours worked by each employee, and such

other information as the Trustees may reasonably require in connection with the administration of the Trust and Pension Plan. The Trustees may at any time have an audit made by an independent certified public accountant or its representatives of the payroll of any Employer in connection with the said contributions and/or reports. All Employers shall be required to maintain records in compliance with procedures developed and communicated by the Administrator from the beginning of such Employer's participation in the Pension Fund forward unless given written authorization by the Administrator upon request to destroy said record. The Administrator shall require the Employer to designate the classification of all of his employees and if the Employer fails to do so, the Trustees shall conduct an investigation for the purpose of determining the classification of such employees and the results of said investigation shall be conclusive. Attached hereto as Addendum A are the current collection policies concerning Scheduling of Audits and Retention and Production of Employer Records adopted by the Trustees.

ARTICLE VIII

FILING CLAIMS AND REVIEW OF DENIALS OF CLAIM

Section 1. FILING OF A CLAIM. Claims for the payment of any benefits provided by the Pension Plan shall be filed, in writing, in accordance with the Rules and Regulations set forth in Article 7 of the Pension Plan.

ADDENDUM A

RECORDS REQUIRED TO BE RETAINED BY EMPLOYERS AND PRODUCED FOR AUDITS

The following records shall be maintained and retained by all contributing employers to the Benefit Funds for at least six years from the contribution date and shall be produced for inspection and copying by an auditor of the Benefit Funds upon written request:

1. Quarterly and annual payroll tax returns, including, but not limited to, federal quarterly form 941's, federal annual form W-2's, W-3's, 940's, 1099's and state quarterly unemployment returns (form UC-3).
2. Payroll journals and/or registers which include or identify employees' social security numbers, hourly rates of pay, hours worked and the time period in which the work was performed.
3. Individual earnings records for all employees of the employer not shown on payroll journals or registers, including social security number and work classification (or code or clock or ID number), hourly rates of pay, hours worked and the time period in which the work was performed.
4. Cash disbursement journals and general ledgers.
5. Copies of all contribution reports and proof of payment (canceled checks or records of canceled checks) of all contributions to the Laborers' Funds and to all other trade union fringe benefit funds to which the employer contributed.
6. Copies of all dues records and proof of payment (canceled checks or records of canceled checks) of all union dues submitted to the Laborers' District Council.
7. Records showing all amounts paid to all persons or entities that performed work for the employer as independent contractors or subcontractors, if any, including copies of any federal form 1099's issued by the employer.
8. Daily time records filed by employees or supervisors.
9. Source documents and lists of job codes and equipment codes.
10. Certified payrolls for public sector jobs where such payrolls are required.
11. Employee personnel files including, but not limited to, last known addresses and telephone numbers, any documents which demonstrate employees' job classifications and/or status as an apprentice, journeyman, foreman, superintendent, or supervisor. (Confidential medical records or other private records not relevant to the establishment of an employee's job classification shall not be disclosed.)

12. Bank account statements and canceled checks from any account used in conjunction with the employer's business.

13. If records of all hours worked, rates of pay and classifications are not provided in the records listed in items 1 through 10, the employer shall maintain monthly lists of all employees not shown on payroll records, showing Social Security number and work classification (or code or clock or ID number), rates of pay and hours worked.

Honor Roll Employers shall be required only to produce basic records needed by the Benefit Funds' auditors to do an audit, specifically items 1 through 7 above. However, if an initial examination of such limited records discloses significant record keeping errors or failures to contribute, the auditor may request additional records listed above. In the absence of evidence of a deliberate failure by an Honor Roll Employer to contribute on behalf of a bargaining unit employee, the rebuttable presumptions provided for in the attached Policy for Retention and Production of Employer Records shall not apply to such Honor Roll Employer.

Notwithstanding the foregoing, the Collection Committee or the Director of the Field Department may, in their discretion, determine that a full audit shall be done of any employer or that, where a sampling audit is to be conducted, specific records shall be produced. The judgment of the trustees in interpreting and applying this policy shall be conclusive and binding on all parties.

Adopted January 9, 2002

LABORERS' PENSION AND WELFARE FUNDS
POLICY FOR RETENTION AND PRODUCTION OF EMPLOYER RECORDS

As Adopted by the Boards of Trustees
Effective as of April 1, 2006

WHEREAS, Section 209 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. Section 1059, requires employers obligated to contribute to employee benefit funds to maintain records with respect to its employees which are sufficient to determine benefits due to such employees of which may become due to them; and

WHEREAS, the Trustees of the Laborers' Pension Fund and the Trustees of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity (collectively, the "Benefit Funds") have the authority under their respective Trust Agreements to establish rules, regulations and policies regarding records which must be maintained by employers in order to administer the Benefit Funds; and

WHEREAS, the Trustees of the Benefit Funds have found that most contributing employers maintain proper records and make all required contributions to the Benefit Funds, nevertheless, there are employers who are bound by the Trust Agreements of the Benefit Funds who fail to maintain records which are adequate for the Funds to determine whether proper contributions have been made on behalf of eligible employees and that some of such employers do so deliberately in order to avoid their obligations to make such payments; and

WHEREAS, the practices of employers who fail to maintain records sufficient to enable the Benefit Funds to conduct thorough payroll audits cause their employees to lose valuable pension and welfare benefits and cause the Benefit Funds to lose contractually required contributions and investment earnings on those contributions; and

WHEREAS, the practices of employers who fail to maintain adequate records cause the Benefit Funds to incur substantial additional administrative and legal expenses in order to determine proper amounts owed to the Funds by such employers; and

WHEREAS, enforcement of a policy specifying the records required to be maintained and produced increases the ability of the Funds to prove the contributions owed by delinquent employers and thereby to provide proper credit to the employees and their beneficiaries;

NOW THEREFORE, the Trustees resolve that the following policies are adopted by the Benefit Funds effective as of March 1, 2002:

1. Except as otherwise provided herein, all contributing employers to the Benefit Funds shall maintain and make available for inspection and copying by an auditor of the Benefit Funds the records listed on Appendix A, attached hereto.

2. Any employer obligated to contribute to the Benefit Funds who fails to maintain and make available for inspection and copying to an auditor of the Benefit Funds the requisite records listed on Appendix A shall bear the burden of proof with respect to the exclusion of any employee from coverage by the collective bargaining agreement with the Union. In those cases where an employer asserts that an employee is excluded because he/she is a member of another bargaining unit, the employer must submit tangible evidence of that fact, e.g., a union membership card, contribution records maintained for the benefit funds of the other bargaining unit, commercial drivers' license if it is asserted that an employee is a truck driver rather than a laborer and workers' compensation policies, forms and applications listing an employee's job classification or other business records. The affidavit of an employer's representative or officer unsupported by documentary evidence shall not be sufficient to meet the employer's burden of proof. Affidavits solicited and obtained ex parte by an employer's representative from employees, for which there is no corroborative evidence in the form of records maintained in the ordinary course of business, shall not be sufficient to meet the employer's burden of proof.

3. When an employer has failed to maintain or make available the requisite records, there shall be a rebuttable presumption that any employee listed as a possible laborer by an auditor, Field Representative or attorney representing the Benefit Funds was a laborer. There shall also be rebuttable presumptions concerning the hourly rate and number of hours worked as follows: (a) that the employee was paid only \$10.00 per hour if no record of wage rates was made by the employer, and/or (b) that the employee worked 72 hours per week if no record of the number of hours was maintained; whichever of these presumptions results in the higher amount of contributions shall be applied. When evidence exists that a different hourly rate was paid to employees of an employer that failed to maintain the required records, at the discretion of the Director of the Field Department, a different hourly rate may be presumed for purposes of determining the amount of contributions owed by the employer. If that evidence shows that the employer paid a rate lower than \$10.00 per hour to any employees doing bargaining unit work, then that lower rate shall be presumed to be the actual rate paid to all employees for whom adequate records were not kept. Similarly, where evidence exists of a different number of hours worked, the Director may apply a different number of hours for determining the contributions owed, and this number of hours worked shall be presumed correct. All wages computed as provided in this paragraph shall be presumed to be paid as straight time wages regardless of the number of hours worked unless the employer has provided documentation, in the form required by the terms of this policy, showing that it followed the requirements of the Fair Labor Standards Act and/or the applicable collective bargaining agreement as to the payment of overtime.

4. An employer that fails to maintain the requisite records and fails to cooperate with the Trustees in establishing the paid wage rates, actual hours of work and contributions owed to the Benefit Funds shall be liable to the Benefit Funds and any related organizations, for the contribution amounts determined as provided herein and also for 20% liquidated damages, compound interest at the rate of prime plus 2 points (as determined by the Administrator), auditor's and attorney's fees and any other expenses of collection including investigative costs.

LABORERS' PENSION AND WELFARE FUNDS

POLICY FOR SCHEDULING OF AUDITS

As Adopted by The Boards of Trustees

Effective as of April 1, 2006

Contributing employers to the Laborers' Pension Fund and the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity (collectively, the "Benefit Funds"), shall be audited periodically in accordance with the procedures adopted by the Collection Committee of the Benefit Funds. The Director of the Field Department, in cooperation with the Benefit Funds' auditors, shall prepare a schedule for auditing contributing employers in accordance with the following procedures.

Two types of audits shall be conducted: "full audits" in which payroll and other records on all employees are examined and "sampling audits" in which a selection of payroll and other records are tested to enable the compliance auditor to make a reasonable determination that there are no delinquencies. A sampling audit should include a review of all types of records (e.g. payroll records, tax records, cash disbursement records, reports to other benefit funds, etc.) Where a sampling audit discloses delinquencies or related record discrepancies, a full audit shall be conducted.

Employers shall be scheduled for either full audits or sampling audits in groups based upon the contribution histories of the employers. Either a sampling or full audit shall be conducted at least once every five (5) years. Any employer that fails to schedule an audit and submit records for review within 45 days from the date of the audit request will be liable for all costs of compelling and enforcing the audit request. The following procedures shall be used:

AUDIT PERIOD

1. New Employers. New employers shall be scheduled for audits within the first year in which contributions to the Benefit Funds are required.

2. Honor Roll Employers. Employers with a history of adequate record keeping and timely, payments to the Benefit Funds ("Honor Roll Employers"), shall be required to submit to audits every three (3) to five (5) years. Following an audit showing adequate record keeping and correct payments, such an employer shall be designated an Honor Roll Employer and shall be selected randomly for an audit between the third and fifth year thereafter. (Such employers may opt for a scheduled audit every three years.) An inadvertent shortage of no more than the greater of \$1000 or two percent (2%) of required contributions determined on a full audit covering three or more years of contributions to the Benefit Funds shall not disqualify an employer from inclusion in this group.

3. Other Contributing Employers. Employers that are not classified as New or Honor Roll Employers or who have been assessed significant delinquencies to the Benefit Funds or any of the ancillary funds to which contributions are owed pursuant to the collective bargaining agreements of the Laborers' District Council shall be scheduled for full audits at least once every three (3) years.

4. Employers Subject to Special Audits. At the discretion of the Director of the Field Department full audits of employers obligated to contribute to the Benefit Funds may be conducted at any time based upon information concerning possible delinquencies, e.g., failure to file monthly remittance reports, failure to pay contractually required wage rates, information concerning a possible closing or sale of the business, information that the employer is operating an alter ego or similar bases suggesting possible delinquencies.

FULL AND SAMPLING AUDITS

1. New Employers. If there is a sufficient number of employees of a New Employer, the auditor of the Benefit Funds may do a sampling audit to determine if the employer is maintaining accurate records and making required contributions, otherwise the auditor will do a full audit. An important purpose of audits for new employers is to inform employers of the procedures for contributing to the Benefit Funds and the requisite records to be maintained. *

2. Honor Roll Employers. Sampling audits shall be used for Honor Roll Employers if they have sufficient employees to warrant use of sampling methods. If a sampling audit discloses inaccurate or incomplete record keeping or evidence of significant delinquencies, a full audit shall be done.

3. Other Contributing Employers. Full audits shall be conducted if employers are not qualified as New or Honor Roll Employers.

4. Notwithstanding the foregoing, the Collection Committee or the Director of the Field Department may, in their discretion, determine that a full audit shall be done of any employer or that, where a sampling audit is to be conducted, specific records shall be produced.*

* For information concerning the requisite records to be maintained, see the Laborers' Pension and Welfare Funds Policy for Retention and Production of Employer Records, effective as of April 1, 2006 and the Records Required to be Retained By Employers and Produced for Audits adopted January 9, 2002.

**AMENDMENT TO THE
RESTATED AGREEMENT AND DECLARATION OF TRUST
CREATING LABORERS' PENSION FUND**

WHEREAS, Article XII of the Restated Agreement and Declaration of Trust ("Trust Agreement") of the Laborer's Pension Fund (the "Fund") provides that the Board of Trustees have the authority to amend the Trust Agreement;

WHEREAS, Article IV of the Fund's Trust Agreement sets forth the powers and duties of the Trustees;

WHEREAS, the Trustees have an obligation to protect the interests of the Plan's Participants and to protect the assets of the Fund;

WHEREAS, the Trustees are aware of situations in which contributing Employers have ceased business operations leaving a large indebtedness to the Fund without a reasonable likelihood of the Fund collecting such delinquent contributions;

WHEREAS, the individual officers and owners of some Employers have secured jobs knowing that they will not comply with their legal obligations to the Fund by keeping accurate records of their laborer employees' employment and make all the required contributions to the Fund; and

WHEREAS, such illegal conduct causes substantial losses to the Fund and deprives Employers who comply with its obligations to the Fund of opportunities to secure employment for their laborer employees; and

WHEREAS, the individual officers, partners or owners of some contributing Employers have used various entities to avoid liability to the Fund for contributions that would otherwise be due and then created new companies in order to continue to operate using such illegal practices;

WHEREAS, in some instances such individual officers or owners have accepted employment as a supervisor or manager with another contributing Employer and been responsible for causing such Employers to fail to comply with their obligations to keep accurate records and make all required contributions;

WHEREAS, the Trustees have determined that certain individuals and entities (as hereinafter defined "Deadbeat Employers") who engage in these practices willfully or with reckless disregard for their legal obligations or with repeated incompetence at the expense of their employees and the Fund have caused the Fund to incur large financial losses and employees to lose benefit coverage for which they had worked;

WHEREAS, the Trustees have concluded that such Deadbeat Employers' practices result in unfair competition for other contributing Employers often with the result of enriching

themselves and depriving lawful Employers of needed work, and depriving the Fund's participants of benefits;

WHEREAS, it is the desire of the Trustees to amend the Trust Agreement in order expressly to provide that the Fund may impose appropriate protective financial requirements on any Employer that is owned by or that hires a Deadbeat Employer in a managerial or supervisory role;

NOW THEREFORE, the undersigned Trustees of the Fund, pursuant to the authority of Article XII of the Restated Agreement and Declaration of Trust, do hereby adopt the following Amendment to the Restated Agreement and Declaration of Trust effective as of August 1, 2006:

I.

The following is added as an additional Paragraph under Article I, "Certain Definitions", Section 2, "Employer":

"A "Deadbeat Employer" is defined as any entity or individual (including, but not limited to a corporation, partnership, or sole proprietorship and its respective officers, partners or owners) who have, or previously had in the last 10 years, incurred substantial liability to the Fund for delinquent contributions and then ceased operations or became insolvent, without satisfying such substantial liability and without any reasonable likelihood of paying the amounts due to the Fund. For purposes of this Section, substantial liability shall not be less than \$30,000."

II.

The following is added as Section (4) to Article VII, "Funding Pension Plan Benefits":

"Section 4. ADDITIONAL REQUIREMENTS FOR DEADBEAT EMPLOYERS.

(a) **EMPLOYER OWNED BY DEADBEAT EMPLOYER.** Subject to the provisions of subsection (c) and following 30 days after receipt by the Employer of the Notice described therein, any Employer that is owned, whether in whole or in part, by a Deadbeat Employer shall be deemed by the Fund as a successor employer to the Deadbeat Employer for purposes of the delinquent contribution obligations of the Deadbeat Employer to the Fund and shall (i) be liable to the Fund for the unpaid liabilities of the Deadbeat Employer and (ii) be required to post a bond for the benefit of the Fund in an amount equal to twice the amount of the Deadbeat Employer's prior delinquencies to the Fund.

(b) **EMPLOYER OPERATED BY DEADBEAT EMPLOYER.** Subject to the provisions of subsection (c) and following 30 days after receipt by the Employer of the Notice described therein, any Employer whom the Trustees reasonably believe employs an officer, partner or owner of a Deadbeat Employer in a managerial or supervisory position or in any other responsible position in which the Deadbeat Employer may exercise any control over the assets of

the Employer or contribution obligations of the Employer to the Fund shall be deemed by the Fund as a successor employer to the Deadbeat Employer for purposes of the delinquent contribution obligations of the Deadbeat Employer to the Fund and shall (i) be liable to the Fund for the unpaid liabilities of the Deadbeat Employer and (ii) be required to post a bond for the benefit of the Fund in an amount equal to twice the amount of the Deadbeat Employer's prior delinquencies to the Fund.

(c) PROCEDURES BY WHICH AN EMPLOYER MAY AVOID LIABILITY UNDER THIS SECTION. The Fund shall send written notice (the "Notice") to any Employer whom the Trustees reasonably believe, is owned, in whole or part by a Deadbeat Employer, or who employs an officer, partner or owner of a Deadbeat Employer in a managerial or supervisory position or in any other responsible position in which the Deadbeat Employer may exercise any control over the assets of the Employer or contribution obligations to the Fund. The Notice will provide the Employer with a date certain, no less than 30 days after the date of transmittal of the Notice to the Employer, to provide evidence, satisfactory to the Trustees, that the Employer should not be subject to the provisions of subsections (a) or (b), as applicable, as the Employer deems appropriate in order to avoid liability under this Section. Any Employer, following the date set forth in the Notice from the Fund, who does not provide such satisfactory evidence to the Trustees, shall be subject to the obligations set forth in subsections (a) or (b), as applicable. Any Employer who employs an officer or owner of a Deadbeat Employer in a non-managerial or non-supervisory position or in any other position in which the Deadbeat Employer does not exercise any control over the assets of the Employer or contribution obligations to the Fund will not be considered a successor employer and will not be required to post the bond described in this Section.

(d) MISCELLANEOUS PROVISIONS. The bond referenced in this Section shall be in addition to any other bond requirements set forth in the Written Agreement. The Trustees shall have discretion to waive the additional bond requirement or to reduce the amount of the bond, when, based on the specific circumstances, the Trustees determine it is reasonable to do so. Whenever a family member of a Deadbeat Employer purportedly has an ownership interest of an Employer that employs an officer, partner or owner of a Deadbeat Employer, there will be a rebuttable presumption that the Deadbeat Employer has substantial control over the assets of that Employer."

III.

Except as hereinbefore amended, the Trust Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Trustees have caused this Amendment to be executed on the dates appearing opposite their respective names.

Charles Cohen 9-18-06
CHARLES COHEN DATE

Joseph Coconato 9-18-06
JOSEPH COCONATO DATE

Alan Esche 9/18/06
ALAN ESCHE DATE

James P. Connolly 9/18/06
JAMES P. CONNOLLY DATE

Robert G. Krug 9/18/06
ROBERT G. KRUG DATE

J. Michael Lazzaretto 9/18/06
J. MICHAEL LAZZARETTO DATE

Richard E. Grabowski 9/18/06
RICHARD E. GRABOWSKI DATE

Frank Riley 9/18/06
FRANK RILEY DATE

David H. Lorig 9/18/06
DAVID H. LORIG DATE

Larry Wright 9/18/06
LARRY WRIGHT DATE

Gary Lundsberg 9/18/06
GARY LUNDSBERG DATE

Jeff Ziemann 9-18-06
JEFF ZIEMANN DATE

**RESTATED AGREEMENT
AND DECLARATION OF TRUST
OF THE HEALTH AND
WELFARE DEPARTMENT OF
THE CONSTRUCTION AND
GENERAL LABORERS'
DISTRICT COUNCIL
OF CHICAGO AND VICINITY**

Restated through
July 1, 2003

Exhibit A-4

ARTICLE VI
EMPLOYER CONTRIBUTIONS

Section 1. IN GENERAL. In order to fund the Benefits provided for by this Agreement, each Employer, for the period that it is obligated by a Written Agreement, shall make contributions to the Trustees pursuant to regulations established by the Trustees at the times required by that agreement. The rate of contributions shall be determined by the applicable Collective Bargaining Agreements or Participation Agreements, together with any amendments, supplements or modifications thereto. Notwithstanding the preceding sentence, if an Employer is required to make contributions by reason of a Participation Agreement or other Written Agreement that is not a Collective Bargaining Agreement, the amount of its contributions shall be not less than the amount required by the Collective Bargaining Agreement in effect between the Employer Association and the Union having jurisdiction over the geographic area in which the covered Employees perform their work. No Employee shall be permitted to contract or otherwise agree with or permit his Employer to provide wage or benefit payments which do not conform with the amount of contributions required under the foregoing provisions of this Section and any such contract or agreement shall be null and void. It shall not be a defense to any claim by the Trustees or an Employee for payment of delinquent contributions from an Employer that such Employer had entered into an agreement with any Employee purporting to waive the Employee's right to strict compliance with the provisions of the applicable Collective Bargaining Agreement or a Participation Agreement. All contributions shall be paid in the manner and form required by the Trustees.

Section 2. DEFAULT IN PAYMENT OF CONTRIBUTIONS. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer of his obligation to make payments. The Trustees may take any action necessary to enforce payment of the contributions and penalties due hereunder, including, but not limited to, proceedings at law and in equity. Any such action shall not prejudice the Union in any action it may wish to take on account of such nonpayment. The Trustees are authorized to establish a reasonable and lawful grace period by which contributions must be received; Employers making contributions that are not received before the expiration of said period and any Employer making late payments due under an installment agreement shall be assessed liquidated damages of 10% of the amount of the contributions which are owed. All Employers party to or otherwise bound by this Agreement acknowledge that the liquidated damages will be used to defer administrative costs arising by said delinquency and acknowledge the costs to be actual and substantial though difficult to ascertain; however the Employers acknowledge these costs to be at a minimum of 10% waiving the necessity of any additional proof thereof. In addition, the delinquent contributions and any payments by the Employer pursuant to an installment agreement, shall bear interest, up to the prime rate plus two points, charged by the Fund's custodian bank (or any other bank selected by the Trustees) or such other lawful amount as determined by the Trustees from the due date until totally satisfied. The Trustees are hereby given the power and authority, in their discretion, to assess a lesser amount or to waive or suspend payment of liquidated damages, interest, audit fees or investigative costs in accordance with rules and procedures adopted by the Collection Committee of the Board of Trustees and to compromise claims for delinquent contributions and related liabilities and collection costs where appropriate to settle cases favorably for the Welfare

Fund. The Collection Committee may include trustees of the Laborers' Pension Fund as members of such Collection Committee.

In the event an Employer party to this Agreement or otherwise bound thereby becomes delinquent in his contributions or an installment agreement, or fails to post a bond as required, or refuses to provide the records required to be kept by contributing employers or submit to an audit, said delinquent Employer shall be liable for reasonable attorneys' fees and for all reasonable costs incurred in the collection process, including but not limited to, court fees, audit fees and investigative costs. The term "reasonable attorneys' fees" as used herein shall mean all attorneys' fees in the amounts for which the Trustees become legally obligated for actions seeking delinquent contributions, to compel an audit, or for recovery of liquidated damages, audit costs, filing fees and any other expenses incurred by the Trustees.

The Trustees are hereby given the power and authority in their discretion, to require any Employer to deposit with the Trustees, in advance, as a guarantee for the payment of monthly contributions, an amount equal to three (3) times the monthly contributions of such Employer, as estimated by the Trustees. At the option of the Trustees the Employer shall furnish the Trustees in lieu of any cash deposit a bond in an amount not less than Five Thousand Dollars (\$5,000.00), or in an amount consistent with the terms of the current Collective Bargaining Agreement to which the Employer is subject. In the event an Employer is repeatedly delinquent in its contribution payments to the Welfare Fund, the Trustees have the power and authority to require that Employer to purchase a bond in excess of \$5,000.00 or the amounts set forth in the current Collective Bargaining Agreements in an amount equal to three (3) times the highest monthly contributions of the Employer in the twelve months prior to any delinquency. The Trustees, in their discretion, may also waive the requirement of a cash deposit or a surety bond in lieu of a personal guaranty when such waiver is warranted.

Section 3. REPORT ON CONTRIBUTIONS AND PRODUCTION OF RECORDS.

The Employers shall make all reports on contributions required by the Trustees. Each Employer shall promptly furnish to the Trustees, on demand, the names of its employees, their social security numbers, the hours worked by each employee, and such other information as the Trustees may reasonably require in connection with the administration of the Trust. The Trustees may at any time have an audit made by an independent accounting firm of the payroll of any Employer in connection with the said contributions and/or reports. All Employers shall be required to maintain records in compliance with procedures from the beginning of such Employer's participation in the Trust until given written authorization by the Administrator, upon request, to destroy said records. The Administrator shall require the Employer to designate the classification of all of his employees and if the Employer fails to do so, the Trustees shall conduct an investigation for the purpose of determining the classification of such employees and the results of said investigation shall be conclusive. Attached hereto as Addendum A are the current collection policies concerning the Scheduling of Audits and Retention and Production of Employer Records adopted by the Trustees.

ADDENDUM A

RECORDS REQUIRED TO BE RETAINED BY EMPLOYERS AND PRODUCED FOR AUDITS

The following records shall be maintained and retained by all contributing employers to the Benefit Funds for at least six years from the contribution date and shall be produced for inspection and copying by an auditor of the Benefit Funds upon written request:

1. Quarterly and annual payroll tax returns, including, but not limited to, federal quarterly form 941's, federal annual form W-2's, W-3's, 940's, 1099's and state quarterly unemployment returns (form UC-3).
2. Payroll journals and/or registers which include or identify employees' social security numbers, hourly rates of pay, hours worked and the time period in which the work was performed.
3. Individual earnings records for all employees of the employer not shown on payroll journals or registers, including social security number and work classification (or code or clock or ID number), hourly rates of pay, hours worked and the time period in which the work was performed.
4. Cash disbursement journals and general ledgers.
5. Copies of all contribution reports and proof of payment (canceled checks or records of canceled checks) of all contributions to the Laborers' Funds and to all other trade union fringe benefit funds to which the employer contributed.
6. Copies of all dues records and proof of payment (canceled checks or records of canceled checks) of all union dues submitted to the Laborers' District Council.
7. Records showing all amounts paid to all persons or entities that performed work for the employer as independent contractors or subcontractors, if any, including copies of any federal form 1099's issued by the employer.
8. Daily time records filed by employees or supervisors.
9. Source documents and lists of job codes and equipment codes.
10. Certified payrolls for public sector jobs where such payrolls are required.
11. Employee personnel files including, but not limited to, last known addresses and telephone numbers, any documents which demonstrate employees' job classifications and/or status as an apprentice, journeyman, foreman, superintendent, or supervisor. (Confidential medical records or other private records not relevant to the establishment of an employee's job classification shall not be disclosed.)

12. Bank account statements and canceled checks from any account used in conjunction with the employer's business.

13. If records of all hours worked, rates of pay and classifications are not provided in the records listed in items 1 through 10, the employer shall maintain monthly lists of all employees not shown on payroll records, showing Social Security number and work classification (or code or clock or ID number), rates of pay and hours worked.

Honor Roll Employers shall be required only to produce basic records needed by the Benefit Funds' auditors to do an audit, specifically items 1 through 7 above. However, if an initial examination of such limited records discloses significant record keeping errors or failures to contribute, the auditor may request additional records listed above. In the absence of evidence of a deliberate failure by an Honor Roll Employer to contribute on behalf of a bargaining unit employee, the rebuttable presumptions provided for in the attached Policy for Retention and Production of Employer Records shall not apply to such Honor Roll Employer.

Notwithstanding the foregoing, the Collection Committee or the Director of the Field Department may, in their discretion, determine that a full audit shall be done of any employer or that, where a sampling audit is to be conducted, specific records shall be produced. The judgment of the trustees in interpreting and applying this policy shall be conclusive and binding on all parties.

Adopted January 9, 2002

LABORERS' PENSION AND WELFARE FUNDS
POLICY FOR RETENTION AND PRODUCTION OF EMPLOYER RECORDS

As Adopted by the Boards of Trustees
Effective as of April 1, 2006

WHEREAS, Section 209 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. Section 1059, requires employers obligated to contribute to employee benefit funds to maintain records with respect to its employees which are sufficient to determine benefits due to such employees of which may become due to them; and

WHEREAS, the Trustees of the Laborers' Pension Fund and the Trustees of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity (collectively, the "Benefit Funds") have the authority under their respective Trust Agreements to establish rules, regulations and policies regarding records which must be maintained by employers in order to administer the Benefit Funds; and

WHEREAS, the Trustees of the Benefit Funds have found that most contributing employers maintain proper records and make all required contributions to the Benefit Funds, nevertheless, there are employers who are bound by the Trust Agreements of the Benefit Funds who fail to maintain records which are adequate for the Funds to determine whether proper contributions have been made on behalf of eligible employees and that some of such employers do so deliberately in order to avoid their obligations to make such payments; and

WHEREAS, the practices of employers who fail to maintain records sufficient to enable the Benefit Funds to conduct thorough payroll audits cause their employees to lose valuable pension and welfare benefits and cause the Benefit Funds to lose contractually required contributions and investment earnings on those contributions; and

WHEREAS, the practices of employers who fail to maintain adequate records cause the Benefit Funds to incur substantial additional administrative and legal expenses in order to determine proper amounts owed to the Funds by such employers; and

WHEREAS, enforcement of a policy specifying the records required to be maintained and produced increases the ability of the Funds to prove the contributions owed by delinquent employers and thereby to provide proper credit to the employees and their beneficiaries;

NOW THEREFORE, the Trustees resolve that the following policies are adopted by the Benefit Funds effective as of March 1, 2002:

1. Except as otherwise provided herein, all contributing employers to the Benefit Funds shall maintain and make available for inspection and copying by an auditor of the Benefit Funds the records listed on Appendix A, attached hereto.

2. Any employer obligated to contribute to the Benefit Funds who fails to maintain and make available for inspection and copying to an auditor of the Benefit Funds the requisite records listed on Appendix A shall bear the burden of proof with respect to the exclusion of any employee from coverage by the collective bargaining agreement with the Union. In those cases where an employer asserts that an employee is excluded because he/she is a member of another bargaining unit, the employer must submit tangible evidence of that fact, e.g., a union membership card, contribution records maintained for the benefit funds of the other bargaining unit, commercial drivers' license if it is asserted that an employee is a truck driver rather than a laborer and workers' compensation policies, forms and applications listing an employee's job classification or other business records. The affidavit of an employer's representative or officer unsupported by documentary evidence shall not be sufficient to meet the employer's burden of proof. Affidavits solicited and obtained ex parte by an employer's representative from employees, for which there is no corroborative evidence in the form of records maintained in the ordinary course of business, shall not be sufficient to meet the employer's burden of proof.

3. When an employer has failed to maintain or make available the requisite records, there shall be a rebuttable presumption that any employee listed as a possible laborer by an auditor, Field Representative or attorney representing the Benefit Funds was a laborer. There shall also be rebuttable presumptions concerning the hourly rate and number of hours worked as follows: (a) that the employee was paid only \$10.00 per hour if no record of wage rates was made by the employer, and/or (b) that the employee worked 72 hours per week if no record of the number of hours was maintained; whichever of these presumptions results in the higher amount of contributions shall be applied. When evidence exists that a different hourly rate was paid to employees of an employer that failed to maintain the required records, at the discretion of the Director of the Field Department, a different hourly rate may be presumed for purposes of determining the amount of contributions owed by the employer. If that evidence shows that the employer paid a rate lower than \$10.00 per hour to any employees doing bargaining unit work, then that lower rate shall be presumed to be the actual rate paid to all employees for whom adequate records were not kept. Similarly, where evidence exists of a different number of hours worked, the Director may apply a different number of hours for determining the contributions owed, and this number of hours worked shall be presumed correct. All wages computed as provided in this paragraph shall be presumed to be paid as straight time wages regardless of the number of hours worked unless the employer has provided documentation, in the form required by the terms of this policy, showing that it followed the requirements of the Fair Labor Standards Act and/or the applicable collective bargaining agreement as to the payment of overtime.

4. An employer that fails to maintain the requisite records and fails to cooperate with the Trustees in establishing the paid wage rates, actual hours of work and contributions owed to the Benefit Funds shall be liable to the Benefit Funds and any related organizations, for the contribution amounts determined as provided herein and also for 20% liquidated damages, compound interest at the rate of prime plus 2 points (as determined by the Administrator), auditor's and attorney's fees and any other expenses of collection including investigative costs.

LABORERS' PENSION AND WELFARE FUNDS

POLICY FOR SCHEDULING OF AUDITS

As Adopted by The Boards of Trustees
Effective as of April 1, 2006

Contributing employers to the Laborers' Pension Fund and the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity (collectively, the "Benefit Funds"), shall be audited periodically in accordance with the procedures adopted by the Collection Committee of the Benefit Funds. The Director of the Field Department, in cooperation with the Benefit Funds' auditors, shall prepare a schedule for auditing contributing employers in accordance with the following procedures.

Two types of audits shall be conducted: "full audits" in which payroll and other records on all employees are examined and "sampling audits" in which a selection of payroll and other records are tested to enable the compliance auditor to make a reasonable determination that there are no delinquencies. A sampling audit should include a review of all types of records (e.g. payroll records, tax records, cash disbursement records, reports to other benefit funds, etc.) Where a sampling audit discloses delinquencies or related record discrepancies, a full audit shall be conducted.

Employers shall be scheduled for either full audits or sampling audits in groups based upon the contribution histories of the employers. Either a sampling or full audit shall be conducted at least once every five (5) years. Any employer that fails to schedule an audit and submit records for review within 45 days from the date of the audit request will be liable for all costs of compelling and enforcing the audit request. The following procedures shall be used:

AUDIT PERIOD

1. New Employers. New employers shall be scheduled for audits within the first year in which contributions to the Benefit Funds are required.

2. Honor Roll Employers. Employers with a history of adequate record keeping and timely, payments to the Benefit Funds ("Honor Roll Employers"), shall be required to submit to audits every three (3) to five (5) years. Following an audit showing adequate record keeping and correct payments, such an employer shall be designated an Honor Roll Employer and shall be selected randomly for an audit between the third and fifth year thereafter. (Such employers may opt for a scheduled audit every three years.) An inadvertent shortage of no more than the greater of \$1000 or two percent (2%) of required contributions determined on a full audit covering three or more years of contributions to the Benefit Funds shall not disqualify an employer from inclusion in this group.

3. Other Contributing Employers. Employers that are not classified as New or Honor Roll Employers or who have been assessed significant delinquencies to the Benefit Funds or any of the ancillary funds to which contributions are owed pursuant to the collective bargaining agreements of the Laborers' District Council shall be scheduled for full audits at least once every three (3) years.

4. Employers Subject to Special Audits. At the discretion of the Director of the Field Department full audits of employers obligated to contribute to the Benefit Funds may be conducted at any time based upon information concerning possible delinquencies, e.g., failure to file monthly remittance reports, failure to pay contractually required wage rates, information concerning a possible closing or sale of the business, information that the employer is operating an alter ego or similar bases suggesting possible delinquencies.

FULL AND SAMPLING AUDITS

1. New Employers. If there is a sufficient number of employees of a New Employer, the auditor of the Benefit Funds may do a sampling audit to determine if the employer is maintaining accurate records and making required contributions, otherwise the auditor will do a full audit. An important purpose of audits for new employers is to inform employers of the procedures for contributing to the Benefit Funds and the requisite records to be maintained.*

2. Honor Roll Employers. Sampling audits shall be used for Honor Roll Employers if they have sufficient employees to warrant use of sampling methods. If a sampling audit discloses inaccurate or incomplete record keeping or evidence of significant delinquencies, a full audit shall be done.

3. Other Contributing Employers. Full audits shall be conducted if employers are not qualified as New or Honor Roll Employers.

4. Notwithstanding the foregoing, the Collection Committee or the Director of the Field Department may, in their discretion, determine that a full audit shall be done of any employer or that, where a sampling audit is to be conducted, specific records shall be produced.*

* For information concerning the requisite records to be maintained, see the Laborers' Pension and Welfare Funds Policy for Retention and Production of Employer Records, effective as of April 1, 2006 and the Records Required to be Retained By Employers and Produced for Audits adopted January 9, 2002.

**AMENDMENT TO THE
RESTATED AGREEMENT AND DECLARATION OF TRUST
OF THE HEALTH AND WELFARE DEPARTMENT OF THE CONSTRUCTION AND
GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY**

WHEREAS, Article XI of the Restated Agreement and Declaration of Trust ("Trust Agreement") provides that the Board of Trustees of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity ("Fund") have the authority to amend the Trust Agreement;

WHEREAS, Article IV of the Fund's Trust Agreement sets forth the powers and duties of the Trustees;

WHEREAS, the Trustees have an obligation to protect the interests of the Plan's Participants and to protect the assets of the Fund;

WHEREAS, the Trustees are aware of situations in which contributing Employers have ceased business operations leaving a large indebtedness to the Fund without a reasonable likelihood of the Fund collecting such delinquent contributions;

WHEREAS, the individual officers and owners of some Employers have secured jobs knowing that they will not comply with their legal obligations to the Fund by keeping accurate records of their laborer employees' employment and make all the required contributions to the Fund; and

WHEREAS, such illegal conduct causes substantial losses to the Fund and deprives Employers who comply with its obligations to the Fund of opportunities to secure employment for their laborer employees; and

WHEREAS, the individual officers, partners or owners of some contributing Employers have used various entities to avoid liability to the Fund for contributions that would otherwise be due and then created new companies in order to continue to operate using such illegal practices;

WHEREAS, in some instances such individual officers or owners have accepted employment as a supervisor or manager with another contributing Employer and been responsible for causing such Employers to fail to comply with their obligations to keep accurate records and make all required contributions;

WHEREAS, the Trustees have determined that certain individuals and entities (as hereinafter defined "Deadbeat Employers") who engage in these practices willfully or with reckless disregard for their legal obligations or with repeated incompetence at the expense of their employees and the Fund have caused the Fund to incur large financial losses and employees to lose benefit coverage for which they had worked;

WHEREAS, the Trustees have concluded that such Deadbeat Employers' practices result in unfair competition for other contributing Employers often with the result of enriching themselves and depriving lawful Employers of needed work, and depriving the Fund's participants of benefits;

WHEREAS, it is the desire of the Trustees to amend the Trust Agreement in order expressly to provide that the Fund may impose appropriate protective financial requirements on any Employer that is owned by or that hires a Deadbeat Employer in a managerial or supervisory role;

NOW THEREFORE, the undersigned Trustees of the Fund, pursuant to the authority of Article XII of the Restated Agreement and Declaration of Trust, do hereby adopt the following Amendment to the Restated Agreement and Declaration of Trust effective as of August 1, 2006:

I.

The following is added as an additional Paragraph under Article I, "Certain Definitions", Section 2, "Employer":

"A "Deadbeat Employer" is defined as any entity or individual (including, but not limited to a corporation, partnership, or sole proprietorship and its respective officers, partners or owners) who have, or previously had in the last 10 years, incurred substantial liability to the Fund for delinquent contributions and then ceased operations or became insolvent, without satisfying such substantial liability and without any reasonable likelihood of paying the amounts due to the Fund. For purposes of this Section, substantial liability shall not be less than \$30,000."

II.

The following is added as Section (4) to Article VI, "Employer Contributions":

"Section 4. ADDITIONAL REQUIREMENTS FOR DEADBEAT EMPLOYERS.

(a) **EMPLOYER OWNED BY DEADBEAT EMPLOYER.** Subject to the provisions of subsection (c) and following 30 days after receipt by the Employer of the Notice described therein, any Employer that is owned, whether in whole or in part, by a Deadbeat Employer shall be deemed by the Fund as a successor employer to the Deadbeat Employer for purposes of the delinquent contribution obligations of the Deadbeat Employer to the Fund and shall (i) be liable to the Fund for the unpaid liabilities of the Deadbeat Employer and (ii) be required to post a bond for the benefit of the Fund in an amount equal to twice the amount of the Deadbeat Employer's prior delinquencies to the Fund.

(b) **EMPLOYER OPERATED BY DEADBEAT EMPLOYER.** Subject to the provisions of subsection (c) and following 30 days after receipt by the Employer of the Notice described therein, any Employer whom the Trustees reasonably believe employs an officer, partner or owner of a Deadbeat Employer in a managerial or supervisory position or in any other responsible position in which the Deadbeat Employer may exercise any control over the assets of

the Employer or contribution obligations of the Employer to the Fund shall be deemed by the Fund as a successor employer to the Deadbeat Employer for purposes of the delinquent contribution obligations of the Deadbeat Employer to the Fund and shall (i) be liable to the Fund for the unpaid liabilities of the Deadbeat Employer and (ii) be required to post a bond for the benefit of the Fund in an amount equal to twice the amount of the Deadbeat Employer's prior delinquencies to the Fund.

(c) PROCEDURES BY WHICH AN EMPLOYER MAY AVOID LIABILITY UNDER THIS SECTION. The Fund shall send written notice (the "Notice") to any Employer whom the Trustees reasonably believe, is owned, in whole or part by a Deadbeat Employer, or who employs an officer, partner or owner of a Deadbeat Employer in a managerial or supervisory position or in any other responsible position in which the Deadbeat Employer may exercise any control over the assets of the Employer or contribution obligations to the Fund. The Notice will provide the Employer with a date certain, no less than 30 days after the date of transmittal of the Notice to the Employer, to provide evidence, satisfactory to the Trustees, that the Employer should not be subject to the provisions of subsections (a) or (b), as applicable, as the Employer deems appropriate in order to avoid liability under this Section. Any Employer, following the date set forth in the Notice from the Fund, who does not provide such satisfactory evidence to the Trustees, shall be subject to the obligations set forth in subsections (a) or (b), as applicable. Any Employer who employs an officer or owner of a Deadbeat Employer in a non-managerial or non-supervisory position or in any other position in which the Deadbeat Employer does not exercise any control over the assets of the Employer or contribution obligations to the Fund will not be considered a successor employer and will not be required to post the bond described in this Section.

(d) MISCELLANEOUS PROVISIONS. The bond referenced in this Section shall be in addition to any other bond requirements set forth in the Written Agreement. The Trustees shall have discretion to waive the additional bond requirement or to reduce the amount of the bond, when, based on the specific circumstances, the Trustees determine it is reasonable to do so. Whenever a family member of a Deadbeat Employer purportedly has an ownership interest of an Employer that employs an officer, partner or owner of a Deadbeat Employer, there will be a rebuttable presumption that the Deadbeat Employer has substantial control over the assets of that Employer."

III.

Except as hereinbefore amended, the Trust Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned Trustees have caused this Amendment to be executed on the dates appearing opposite their respective names.

Charles J. Gallagher
CHARLES J. GALLAGHER DATE

James P. Connolly 9/19/06
JAMES P. CONNOLLY DATE

Alan C. Esche 9/19/06
ALAN ESCHE DATE

Randy Dalton 9/19/06
RANDY DALTON DATE

Richard E. Grabowski 9/19/06
RICHARD E. GRABOWSKI DATE

Martin Flanagan 9/19/06
MARTIN FLANAGAN DATE

David H. Lorig 9/19/06
DAVID H. LORIG DATE

Liberato Naimoli 9/19/06
LIBERATO NAIMOLI DATE

Dennis Martin 9/19/06
DENNIS MARTIN DATE

Scott Pavlis 9/19/06
SCOTT PAVLIS DATE

Tim J. Scully 9/19/06
TIM J. SCULLY DATE

Frank Riley 9/19/06
FRANK RILEY DATE

**AGREEMENT
AND
DECLARATION OF TRUST
OF THE
CHICAGO LABORERS'
DISTRICT COUNCIL
RETIREE HEALTH AND
WELFARE FUND**

Effective as of
June 1, 2014

Exhibit A-5

weighted) of Union Trustees and Employer Trustees;

- (e) If a Trustee is absent from a meeting of the Board of Trustees, he may, but need not, cast a vote on any matter by written instrument filed with or telegram addressed to the Board of Trustees; and
- (f) If a Trustee is absent from any meeting, then, to the extent permitted by law, he shall not be liable for any matter considered at that meeting on which he has not cast a vote as provided by the foregoing sentence.

The certificate of one Employer Trustee and one Union Trustee or of the Administrator that the Board of Trustees has taken or authorized any action shall be conclusive in favor of any person relying on the certificate.

Section 2. RECORD OF TRUSTEES ACTIONS. The Trustees may select a Secretary to serve for a term of three (3) calendar years or until a successor has been duly elected. The Administrator, or in his absence a person appointed by the Trustees, shall prepare a draft of the minutes of each meeting and provide a copy to the Trustees as soon as practicable after the meeting is held. The Trustees will review and approve the minutes.

The Administrator shall act as the Fund's executive officer, with full power of administration under the general direction of the Trustees. The Trustees are specifically authorized to delegate to the Administrator any of the powers vested in the Trustees by this Agreement.

Section 3. ADMINISTRATIVE PERSONNEL. The Board of Trustees shall appoint the Administrator, actuary, Fund Counsel, auditor and such other managerial and legal and administrative staff as they deem reasonably necessary for the efficient administration of the Trust, and may delegate the appointment of Fund personnel to the Administrator.

Section 4. DISBURSEMENT OF RETIREE WELFARE FUND. The Administrator, or any other Retiree Welfare Fund employee designated by the Trustees, may sign checks for any disbursement from the Retiree Welfare Fund approved by the Trustees.

Section 5. EXECUTION OF NOTICES AND DOCUMENTS. Except as specifically provided in Section 4 next above, the Board of Trustees may designate any equal number of Union Trustees and Employer Trustees to jointly execute, in writing, on behalf of the Board of Trustees, any notice or document, which executed notice or document shall be conclusive in favor of any person relying thereon.

ARTICLE VI EMPLOYER CONTRIBUTIONS

Section 1. IN GENERAL. In order to fund the retiree benefits provided for by this Agreement, each Employer, for the period that it is obligated by a Written Agreement, shall make contributions to the Trustees pursuant to regulations established by the Trustees at the times required by that agreement. The rate of contributions shall be determined by the applicable

Collective Bargaining Agreements or Participation Agreements, together with any amendments, supplements or modifications thereto. Notwithstanding the preceding sentence, if an Employer is required to make contributions by reason of a Participation Agreement or other Written Agreement that is not a Collective Bargaining Agreement, the amount of its contributions shall be not less than the amount required by the Collective Bargaining Agreement in effect between the Employer Association and the Union having jurisdiction over the geographic area in which the covered Employees perform their work. No Employee shall be permitted to contract or otherwise agree with or permit his Employer to provide wage or benefit payments which do not conform with the amount of contributions required under the foregoing provisions of this Section and any such contract or agreement shall be null and void. It shall not be a defense to any claim by the Trustees or an Employee for payment of delinquent contributions from an Employer that such Employer had entered into an agreement with any Employee purporting to waive the Employee's right to strict compliance with the provisions of the applicable Collective Bargaining Agreement or a Participation Agreement. All contributions shall be paid in the manner and form required by the Trustees.

Section 2. DEFAULT IN PAYMENT OF CONTRIBUTIONS. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer of his obligation to make payments. The Trustees may take any action necessary to enforce payment of the contributions and penalties due hereunder, including, but not limited to, proceedings at law and in equity. Any such action shall not prejudice the Union in any action it may wish to take on account of such nonpayment. The Trustees are authorized to establish a reasonable and lawful grace period by which contributions must be received; Employers making contributions that are not received before the expiration of said period and any Employer making late payments due under an installment agreement shall be assessed liquidated damages of 10% of the amount of the contributions which are owed. All Employers party to or otherwise bound by this Agreement acknowledge that the liquidated damages will be used to defer administrative costs arising by said delinquency and acknowledge the costs to be actual and substantial though difficult to ascertain; however the Employers acknowledge these costs to be at a minimum of 10% waiving the necessity of any additional proof thereof. In addition, the delinquent contributions and any payments by the Employer pursuant to an installment agreement, shall bear interest, up to the prime rate plus two points, charged by the Fund's custodian bank (or any other bank selected by the Trustees) or such other lawful amount as determined by the Trustees from the due date until totally satisfied. The Trustees are hereby given the power and authority, in their discretion, to assess a lesser amount or to waive or suspend payment of liquidated damages, interest, audit fees or investigative costs in accordance with rules and procedures adopted by the Collection Committee of the Board of Trustees and to compromise claims for delinquent contributions and related liabilities and collection costs where appropriate to settle cases favorably for the Retiree Welfare Fund. The Collection Committee may include trustees of the Laborers' Pension Fund as members of such Collection Committee.

In the event an Employer party to this Agreement or otherwise bound thereby becomes delinquent in his contributions or an installment agreement, or fails to post a bond as required, or refuses to provide the records required to be kept by contributing employers or submit to an audit, said delinquent Employer shall be liable for reasonable attorneys' fees and for all reasonable costs incurred in the collection process, including but not limited to, court fees, audit

fees and investigative costs. The term “reasonable attorneys’ fees” as used herein shall mean all attorneys’ fees in the amounts for which the Trustees become legally obligated for actions seeking delinquent contributions, to compel an audit, or for recovery of liquidated damages, audit costs, filing fees and any other expenses incurred by the Trustees.

The Trustees are hereby given the power and authority in their discretion, to require any Employer to deposit with the Trustees, in advance, as a guarantee for the payment of monthly contributions, an amount equal to three (3) times the monthly contributions of such Employer, as estimated by the Trustees. At the option of the Trustees the Employer shall furnish the Trustees in lieu of any cash deposit a bond in an amount not less than Five Thousand Dollars (\$5,000.00), or in an amount consistent with the terms of the current Collective Bargaining Agreement to which the Employer is subject. In the event an Employer is repeatedly delinquent in its contribution payments to the Retiree Welfare Fund, the Trustees have the power and authority to require that Employer to purchase a bond in excess of \$5,000.00 or the amounts set forth in the current Collective Bargaining Agreements in an amount equal to three (3) times the highest monthly contributions of the Employer in the twelve months prior to any delinquency. The Trustees, in their discretion, may also waive the requirement of a cash deposit or a surety bond in lieu of a personal guaranty when such waiver is warranted.

Section 3. REPORT ON CONTRIBUTIONS AND PRODUCTION OF RECORDS.

The Employers shall make all reports on contributions required by the Trustees. Each Employer shall promptly furnish to the Trustees, on demand, the names of its employees, their social security numbers, the hours worked by each employee, and such other information as the Trustees may reasonably require in connection with the administration of the Trust. The Trustees may at any time have an audit made by an independent accounting firm of the payroll of any Employer in connection with the said contributions and/or reports. All Employers shall be required to maintain records in compliance with procedures from the beginning of such Employer’s participation in the Trust until given written authorization by the Administrator, upon request, to destroy said records. The Administrator shall require the Employer to designate the classification of all of his employees and if the Employer fails to do so, the Trustees shall conduct an investigation for the purpose of determining the classification of such employees and the results of said investigation shall be conclusive. Attached hereto as Addendum A are the current collection policies concerning the Scheduling of Audits and Retention and Production of Employer Records adopted by the Trustees.

Section 4. ADDITIONAL REQUIREMENTS FOR DEADBEAT EMPLOYERS.

- (a) EMPLOYER OWNED BY DEADBEAT EMPLOYER. Subject to the provisions of subsection (c) and following 30 days after receipt by the Employer of the Notice described therein, any Employer that is owned, whether in whole or in part, by a Deadbeat Employer shall be deemed by the Fund as a successor employer to the Deadbeat Employer for purposes of the delinquent contribution obligations of the Deadbeat Employer to the Fund and shall (i) be liable to the Fund for the unpaid liabilities of the Deadbeat Employers and (ii) be required to post a bond for the benefit of the Fund in an amount equal to twice the amount of the Deadbeat Employer's prior delinquencies to the Fund.
- (b) EMPLOYER OPERATED BY DEADBEAT EMPLOYER. Subject to the provisions of subsection (c) and following 30 days after receipt by the Employer of the Notice described therein, any Employer whom the Trustees reasonably believe employs an officer, partner or owner of a Deadbeat Employer in a managerial or supervisory position or in any other responsible position in which the Deadbeat Employer may exercise any control over the assets of the Employer or contribution obligations of the Employer to the Fund shall be deemed by the Fund as a successor employer to the Deadbeat Employer for purposes of the delinquent contribution obligations of the Deadbeat Employer to the Fund and shall (i) be liable to the Fund for the unpaid liabilities of the Deadbeat Employer and (ii) be required to post a bond for the benefit of the Fund in an amount equal to twice the amount of the Deadbeat Employer's prior delinquencies to the Fund.
- (c) PROCEDURES BY WHICH AN EMPLOYER MAY AVOID LIABILITY UNDER THIS SECTION. The Fund shall send written notice (the "Notice") to any Employer whom the Trustees reasonably believe, is owned, in whole or part by a Deadbeat Employer, or who employs an officer, partner or owner of a Deadbeat Employer in a managerial or supervisory position or in any other responsible position in which the deadbeat Employer may exercise any control over the assets of the Employer or contribution obligations to the Fund. The Notice will provide the Employers with a date certain, no less than 30 days after the date of transmittal of the Notice to the Employer, to provide evidence, satisfactory to the Trustees, that the Employer should not be subject to the provision of subsection (a) or (b), as applicable, as the Employer deems appropriate in order to avoid liability under this Section. Any Employers, following the date set forth in the Notice from the Fund, who does not provide such satisfactory evidence to the Trustees, shall be subject to the obligations set forth in subsections (a) or (b), as applicable. Any Employer who employs an officer or owner of a Deadbeat Employer in a non-managerial or non-supervisory position or in any other position in which the Deadbeat Employer does not exercise any control over the assets of the Employer or contribution obligations to the Fund will not be considered a successor employer and will not be required to post the bond described in this Section.

(d) **MISCELLANEOUS PROVISIONS.** The bond reference in the Section shall be in addition to any other bond requirements set forth in the Written Agreement. The Trustees shall have discretion to waive the additional bond requirement or to reduce the amount of the bond, when, based on the specific circumstances, the Trustees determine it is reasonable to do so. Whenever a family member of a Deadbeat Employer purportedly has an ownership interest of an Employer that employs an officer, partner or owner of a Deadbeat Employer, there will be a rebuttable presumption that the Deadbeat Employer has substantial control over the assets of that Employer.

ARTICLE VII **FILING CLAIMS AND REVIEW OF DENIAL OF CLAIM**

Section 1. FILING OF A CLAIM. Claims for the payment of any retiree benefits shall be filed, in writing, via common carrier, U.S. mail or electronic mail, in accordance with the Rules and Regulations of the Retiree Welfare Fund.

Section 2. ADJUDICATION OF CLAIMS AND APPEALS. The Trustees shall have the authority to adopt procedures for the review of claims and appeals of claims denied in whole or in part in accordance with ERISA and regulations adopted pursuant to ERISA. The Trustees have delegated authority to decide claims to the Claims Department and to decide appeals to the Claims Committee of the Board of Trustees. The procedures may be changed from time to time at the discretion of the Board of Trustees. The current procedures for claims and appeals are set forth in the Summary Plan Description of the Retiree Welfare Fund.

The Trustees and/or the Claims Committee have full discretionary authority to determine eligibility for Benefits under the Plan and to interpret the Plan, all Plan documents, rules, procedures, and the terms of the Trust Agreement. Their decisions and interpretations will be given the maximum deference permitted by law for the exercise of such full discretionary authority, they will be binding upon all involved persons.

ARTICLE VIII **DUTY TO COOPERATE**

All of the Trustees and all directors, officers, employees or other representatives of any Employer Association or Council party to this agreement shall be required to assist and cooperate with authorized representatives of the Retiree Welfare Fund, its attorneys, auditors, or other authorized representatives in the prosecution of claims for or against the Retiree Welfare Fund.

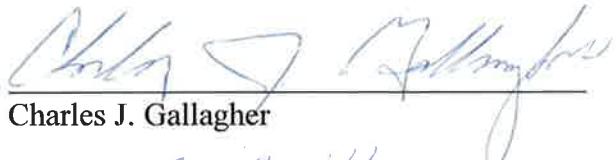
Specifically, an Employer shall provide to the Board of Trustees on request in the course of any audit deemed necessary or advisable by the Trustees the records set forth in the Policy for Retention and Production of Employer Records attached hereto as Addendum A.

EMPLOYER TRUSTEES:



Julie Chamberlin

Date 5-12-14



Charles J. Gallagher

Date 5-12-14



Clifton M. Horn

Date 5-12-14



David H. Lorig

Date 5/12/14



Dennis P. Martin

Date 5/12/14



Anthony J. Riccardi

Date 5/12/14

UNION TRUSTEES:



Antonio S. Castro

Date 05-12-14



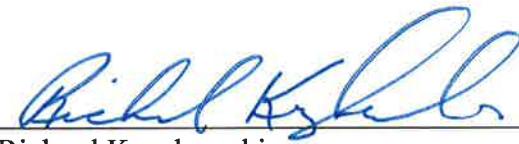
James P. Connolly

Date 5-12-14



Martin T. Flanagan

Date 5-12-14



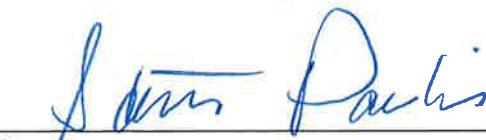
Richard Kuczkowski

Date 5-12-14



Charles V. Loverde, III

Date 5-12-14



Scott Pavlis

Date 5-12-14

AGREEMENT AND DECLARATION OF TRUST
ESTABLISHING
THE CONSTRUCTION AND GENERAL LABORERS'
DISTRICT COUNCIL OF CHICAGO AND VICINITY
TRAINING TRUST FUND

THIS AGREEMENT AND DECLARATION OF TRUST, made and entered into as of the 1st day of June, 1986 by and between THE CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY, A.F.L.-C.I.O., representing its affiliated Local Unions and the members thereof (the "Council") and the BUILDERS' ASSOCIATION OF CHICAGO, the UNDERGROUND CONTRACTORS ASSOCIATION, and the ILLINOIS ROAD BUILDERS' ASSOCIATION, and all other employer associations (the "Associations") who have hereto bargained or may hereafter bargain or enter into collective bargaining agreements or other agreements with the Union, its local affiliates, or with representatives of this Trust, for and on behalf of themselves and their respective members who by virtue of their said membership or otherwise are parties to collective bargaining agreements with the Union or any of its local affiliates or are parties to this Agreement or are otherwise bound to the provisions hereof as hereinafter provided, and other employers in the building and construction industry who may not be members of any association but who are included in the term "Employers" (as defined in Section 2 of ARTICLE I) and agree to be bound by this Agreement or who are otherwise so bound as provided as set forth in Section 2 of ARTICLE I;

WITNESSETH:

- (1) The Employers are parties to a collective bargaining agreement, or supplements thereto, with the Council which requires

EXHIBIT

Tables

A-6

Employer contributions of a certain sum per hour per Employee to a training fund provided in a program to be created for participating employees and established by this trust agreement.

(2) the parties have agreed that such contributions shall be payable to and be deposited in the Trust Fund created and established by this Trust Agreement.

NOW, THEREFORE, in consideration of the premises and in order to establish and provide for the maintenance of said Trust Fund to be known as "THE CONSTRUCTION AND GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY TRAINING TRUST FUND" hereinafter referred to as the "Trust Fund," it is mutually understood and agreed as follows.

ARTICLE I

Definitions

Unless the context or subject matter otherwise requires, the following definitions shall govern in this Trust Agreement.

Section 1. WRITTEN AGREEMENT

The term "Written Agreement" shall mean any agreement in writing which specifies the detailed basis on which contributions shall be made to this Trust together with any modification, amendment or renewals thereof, including but not limited to Collective Bargaining Agreements, memoranda of understanding which incorporate by reference Collective Bargaining Agreements or this Agreement, report forms in accordance with which contributions are made and which obligate the Employer to the provisions of this Agreement, or any other agreement obligating the Employer signatory thereto to participate in or be bound by this Agreement.

signatory association, nor any officers, agent, employee or committee member of the Employers, or of any signatory association shall be liable to make contributions to the Fund or be under any other liability to the Fund or with respect to the Training Program, except to the extent that he may be an individual Employer required to make contributions to the Fund with respect to his or its own individual or joint venture operations, or to the extent he may incur liability as a Trustee, as hereinafter provided. The liability of any individual Employer to the Fund, or with respect to the Training Program shall be limited to the payments required by any written agreement with respect to his or its individual or joint venture operations, and in no event shall he or it be liable or responsible for any portion of the contributions due from other individual Employers with respect to the operations of such Employers. The individual Employers shall not be required to make any further payments or contributions to the cost of the operations of the Fund or of the Training Program, except as provided in Section 8 of this Article.

Section 6. Neither the Employers, any signatory association, any individual Employer, the Council, nor any employee shall be liable or responsible for any debts, liabilities or obligations of the Fund or the Trustees.

Section 7. Contributions to the Fund shall be due and payable to the principal office of the Fund and shall be made in regular monthly installments except as otherwise herein provided in Section 9 of this Article II. Each contribution to the Fund shall be made promptly, and in any event on or before the 10th day

of the calendar month in which it becomes due and payable. Each monthly contribution shall include all payments which have accrued in the interim for work performed up to the close of the Employer's payroll period ending closest to the last day of the preceding calendar month. Each monthly contribution shall be accompanied by a report in a form prescribed by the Board of Trustees.

Section 8. The parties recognize and acknowledge that the regular and prompt payment of Employer contributions and reports to the Fund are essential to the maintenance of the Fund and that it would be extremely difficult, if not, impracticable, to fix the actual expense and damage to the Fund and to the Training Program which would result from the failure of an Employer to pay such monthly contributions in full within the time provided above. Therefore, if any Employer is delinquent in remitting its contributions within the time specified in Section 7 of this Article, the amount of damage to the Fund and Training Program resulting from failure to make reports or pay contributions within the time above specified shall be presumed to be the sum of ten percent (10%) of the amount of the contribution due for each delinquent report or contribution. This amount shall be added as liquidated damages upon the day immediately following the date on which the report or the contribution or contributions become delinquent. Delinquent contributions and penalties shall also bear interest at a rate up to the prime rate of interest as recognized by the First National Bank of Chicago or such other lawful amount as determined by the Trustees from the due date until

delinquency is totally satisfied. The Trustees, however, in their discretion, for good cause (Trustees shall have sole right to determine what shall constitute good cause) shall have the right and power to waive all or any part of any sums due the Fund as liquidated damages. Failure by any Employer to make the required payments hereunder shall be deemed a breach of the written agreement by the Employer and be subject to economic action by the Council in addition to the other remedies as provided herein. The Trustees may, at their option, also take legal action to collect all delinquent amounts owing to the Fund, and parties agree that if the delinquent account of any Employer is referred to an attorney for collection, such Employer shall immediately become liable for a reasonable sum for the attorneys' fee together with an amount equal to all costs incurred by the Trustees in commencing or prosecuting legal action in any Court. In such legal action, venue shall be laid at Cook County, Illinois, as the Fund is administered in such county.

Section 9. In the case of certain Employers who have defaulted on payments in the past, or who otherwise give the Trustees reasonable cause to feel insecure as to future contributions, the Trustees shall have the power to require a bond for the payment of contributions.

ARTICLE III

Board of Trustees

Section 1. Except as otherwise specifically provided, the Fund shall be operated and administered by a Board of Trustees whose membership shall consist of three persons appointed as trustees by the Association (known as the "Association Appointed

REVISED AUDIT 9/29/21

Divine Cement, Inc.
811 Pearson Drive
Joliet, IL 60435

Employer Number:35543

March 1, 2016 to December 31, 2017

Exhibit A-7

LEGACY
PROFESSIONALS LLP
CERTIFIED PUBLIC ACCOUNTANTS

To the Administrator of
Pension and Welfare Funds of Construction and General
Laborers' District Council of Chicago and Vicinity

Re: Divine Cement, Inc.
Reporting Period: March 1, 2016 to December 31, 2017

We were engaged by the Board(s) of Trustees of the Pension and Welfare Funds of Construction and General Laborers' District Council of Chicago and Vicinity, (the Funds) to assist you in determining whether contributions to the Funds were made in accordance with the Collective Bargaining and Trust Agreements during the above referenced reporting period.

The management of Divine Cement, Inc. is responsible for making contributions in accordance with the requirements of the Collective Bargaining and Trust Agreements.

This engagement was performed in accordance with Statements on Standards for Consulting Services issued by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Our procedures and findings are included in the attached schedules.

The findings of this report should not be construed as an endorsement or ratification of any of the Employer's contribution practices. The findings are based solely on those documents that the Employer provided to us. We have not been retained to provide, and do not provide, any interpretation or advice concerning any terms of the collective bargaining agreement between the Employer and the Union or the terms of the Funds' respective Agreement and Declarations of Trust. All questions concerning the Employer's contribution practices, or any contributions or benefits-related issue, should be directed to the Union or the Fund office. No failure to note an exception to any of the employer's contribution practices should be construed as a ratification of such practice or waiver of the Union or the Funds' ability to challenge such practice in the future.

This report is intended solely for the information and use of the Trustees and Administrator of the Pension and Welfare Funds of Construction and General Laborers' District Council of Chicago and Vicinity, and is not intended to be and should not be used by anyone other than these specified parties.



Westchester, Illinois

September 29, 2021

LEGACY PROFESSIONALS, LLP
COMPLIANCE AUDIT INFORMATION SHEET

| | | | |
|--|----------------------------|----------------------|------------------------------------|
| EMPLOYER NAME | Divine Cement, Inc. | EMPLOYER # | 35543 |
| ADDRESS | 811 Pearson Drive | PHONE # | [REDACTED] |
| CITY/STATE/ZIP | Joliet, IL 60435 | FEIN # | [REDACTED] |
| DATE OF CONTACT | January 15, 2018 | AUDIT PERIOD | March 1, 2016 to December 31, 2017 |
| CONTACT'S NAME | Lawrence Green | TITLE | Owner |
| PERSON FUND IS TO CONTACT | SAME AS ABOVE | TITLE | SAME AS ABOVE |
| ENTITY TYPE | CORPORATION | FIELD REPRESENTATIVE | Jim Fosco |
| MAIN BUSINESS ACTIVITY | Construction: Construction | AUDIT DATE | January 31, 2018 |
| AVERAGE NUMBER OF EMPLOYEES: | 11 | | |
| AVERAGE NUMBER OF CHICAGO LABORERS: | 6 | | |
| AVERAGE ANNUAL GROSS REVENUE PER YEAR: | \$ [REDACTED] | | |
| <u>OWNERSHIP-PRINCIPALS</u> | | <u>TITLE</u> | <u>%</u> |
| Lawrence Green | President | 51% | [REDACTED] |
| Patrice Green | | 49% | [REDACTED] |

BANKING FACILITIES USED AND ACCOUNT NUMBER: [REDACTED]

DOES EMPLOYER HAVE INTEREST IN OTHER OPERATIONS ? YES NO

IF YES, LIST NAME OF SAME [REDACTED]

IS EMPLOYER A MEMBER OF ANY TRADE ORGANIZATION/ASSOCIATION?

YES

NO

IF YES, LIST NAME OF SAME

AUDIT SITE (IF DIFFERENT FROM EMPLOYER'S ADDRESS):

New Company Office

2551 Theodore Street

Crest Hill, IL 60403

ALL REQUIRED ACCOUNTING RECORDS WERE AVAILABLE WITH THE EXCEPTION OF:

Timecards were not maintained during the audit period.

BRIEFLY DESCRIBE THE NATURE OF THE DELINQUENCY, IF ANY:

Large cash withdrawals were found in the bank statements.

We included all of these in the report. All payments to "Jorge Castillo" that were found in the cancelled checks were also included as no documentation was provided from the employer. Jonathan Hernandez and Jorge Nava were listed as Laborers with payroll. Per the contact, they were with Local 587, but he failed to report them, so all of their hours were included. After discussing with the fund any time any Laborer worked in a week, we assessed a full 40 hours, or actual hours worked if the payroll had stated more than 40 were worked, whichever was higher. In the beginning of the audit period, the contact stated he did not have weekly payroll, only Quarter to Date. Due to this, we added in the February hours that were reported to the fund (no hours were reported in January), since we used the quarter to date payroll for "3/30/16," even though this was outside of our audit period. For two individuals, check date "6/30/16" had listed 47 hours, we assessed at 80 hours as this was a Quarter to Date check. For two individuals, check date "11/24/17" listed over 40 hours regular and some overtime. We will be assessing these check dates as 40 hours regular, 20 OT, and any remainder as DT.

DID YOUR EXAMINATION UNCOVER ANYTHING SPECIAL OR UNUSUAL WHICH SHOULD BE BROUGHT TO

THE ATTENTION OF THE FUND COUNSEL OR OTHER INTERESTED PERSONS?

YES

NO

IF YES, EXPLAIN:

As mentioned in the findings, large cash withdrawals were found in the bank statements.

To further expand on this, over \$100,000 in cash withdrawals were found in under a two year audit period. In some instances, multiple withdrawals would occur in a single day.

Revision 9/29/21: Per the Funds, the audit was revised to include actual hours worked and not to assume hours. Findings related to withdrawals or other cash disbursements have also been removed

AUDITOR:

Maxy Green

Laborers' District Council

Reconciliation of Differences Per Year

| Fiscal Year Ending | 5-31-2014 | 5-31-2015 | 5-31-2016 | 5-31-2017 | 5-31-2018 | 5-31-2019 | Total Due |
|--|-------------|-------------|------------------|--------------------|--------------------|-------------|---------------------|
| Fringe Hours Not Reported | - | - | 28.00 | 335.00 | 83.50 | - | 446.50 |
| Dues Hours Not Reported | - | - | 28.00 | 335.00 | 83.50 | - | 446.50 |
| Dues Wages Not Reported | - | - | 1,215.20 | 13,929.30 | 3,883.10 | - | 19,027.60 |
| Dollar Amount Due | | | | | | | |
| Welfare (Active) | - | - | 279.44 | 3,343.30 | 847.53 | - | 4,470.27 |
| Welfare (Retiree) | | - | 112.00 | 1,423.75 | 375.75 | - | 1,911.50 |
| Pension | - | - | 300.16 | 3,875.95 | 1,028.72 | - | 5,204.83 |
| Training | - | - | 14.00 | 167.50 | 41.75 | - | 223.25 |
| LECET | - | - | 1.96 | 23.45 | 5.85 | - | 31.26 |
| LDCLMCC | - | - | 4.76 | 56.95 | 14.20 | - | 75.91 |
| WGC | - | - | 2.24 | 26.80 | 6.68 | - | 35.72 |
| Working Dues | - | - | 45.57 | 522.36 | 145.62 | - | 713.55 |
| Total | \$ - | \$ - | \$ 760.13 | \$ 9,440.06 | \$ 2,466.10 | \$ - | \$ 12,666.29 |
| Plus previous late charges assessed by Laborers' Pension and Welfare Funds | | | | | | | \$ 54,217.64 |
| Plus previous underpayments incurred to Laborers' Pension and Welfare Funds | | | | | | | \$ - |
| Plus previous underpayments incurred to Laborers' District Council Funds | | | | | | | \$ 1,331.91 |
| Audit Fee | | | | | | | \$ 1,996.44 |
| Total Amount Due | | | | | | | \$ 70,212.28 |

| | | | |
|-----------------------|------------------------------------|--------------------------|------------------|
| Employer Name: | Divine Cement, Inc. | Person Contacted: | Lawrence Green |
| Employer #: | 35543 | Date of Contact: | January 15, 2018 |
| Date of Audit: | January 31, 2018 | Telephone: | (815) 719-1315 |
| Audit Period : | March 1, 2016 to December 31, 2017 | Auditor: | Maxy Green |

Laborers' District Council

Schedule of Deficiencies

Employer Name: Divine Cement, Inc.
 Employer Number: 35543
 Agreement Type: WGC

Audit Period: March 1, 2016 to December 31, 2017
 Date of Audit: January 31, 2018
 Field Auditor: Maxy Green

| SSN | Name | | 2015 | | | | | | 2016 | | | | | Total |
|-----|-------------------|--------------------|------|-----|-----|-----|-----|-----|------|-----|-----|-----|----------|----------|
| | | | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | IBARRA, DAGOBERTO | Fringe Hours | | | | | | | | | | | 6.00 | 6.00 |
| | | Dues Hours | | | | | | | | | | | 6.00 | 6.00 |
| | | Dues Wages | | | | | | | | | | | 235.20 | 235.20 |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | PEREZ, EMILIO | Fringe Hours | | | | | | | | | | | 11.00 | 11.00 |
| | | Dues Hours | | | | | | | | | | | 11.00 | 11.00 |
| | | Dues Wages | | | | | | | | | | | 490.00 | 490.00 |
| | PEREZ, LINO | Fringe Hours | | | | | | | | | | | 11.00 | 11.00 |
| | | Dues Hours | | | | | | | | | | | 11.00 | 11.00 |
| | | Dues Wages | | | | | | | | | | | 490.00 | 490.00 |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Total Fringe Hours | - | - | - | - | - | - | - | - | - | - | 28.00 | 28.00 |
| | | Total Dues Hours | - | - | - | - | - | - | - | - | - | - | 28.00 | 28.00 |
| | | Total Wages | - | - | - | - | - | - | - | - | - | - | 1,215.20 | 1,215.20 |

| | | | | | | | | | | | | | | |
|--------------------|---------|---|---|---|---|---|---|---|---|---|---|---|--------|--------|
| Welfare (Active) | \$9.98 | - | - | - | - | - | - | - | - | - | - | - | 279.44 | 279.44 |
| Welfare (Retiree) | \$4.00 | - | - | - | - | - | - | - | - | - | - | - | 112.00 | 112.00 |
| Pension | \$10.72 | - | - | - | - | - | - | - | - | - | - | - | 300.16 | 300.16 |
| Training | \$0.50 | - | - | - | - | - | - | - | - | - | - | - | 14.00 | 14.00 |
| LECET | \$0.07 | - | - | - | - | - | - | - | - | - | - | - | 1.96 | 1.96 |
| LDCLMCC | \$0.17 | - | - | - | - | - | - | - | - | - | - | - | 4.76 | 4.76 |
| WGC | \$0.08 | - | - | - | - | - | - | - | - | - | - | - | 2.24 | 2.24 |
| Working Dues | 3.75% | - | - | - | - | - | - | - | - | - | - | - | 45.57 | 45.57 |
| SHEET TOTAL | | - | - | - | - | - | - | - | - | - | - | - | 760.13 | 760.13 |

Laborers' District Council

Schedule of Deficiencies

Employer Name: Divine Cement, Inc.
 Employer Number: 35543
 Agreement Type: WGC

Audit Period: March 1, 2016 to December 31, 2017
 Date of Audit: January 31, 2018
 Field Auditor: Maxy Green

| SSN | Name | 2016 | | | | | | | 2017 | | | | | Total |
|--------------------|---------------------|--------------|-----|----------|----------|-----|--------|--------|------|-----|-----|-----|----------|-----------------|
| | | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | BENAVIDES, ALBERTO | Fringe Hours | | 24.00 | 37.00 | | | | | | | | | 61.00 |
| | | Dues Hours | | 24.00 | 37.00 | | | | | | | | | 61.00 |
| | | Dues Wages | | 964.80 | 1,507.50 | | | | | | | | | 2,472.30 |
| | HERNANDEZ, JONATHAN | Fringe Hours | | | 24.00 | | | | | | | | | 24.00 |
| | | Dues Hours | | | 24.00 | | | | | | | | | 24.00 |
| | | Dues Wages | | | 964.80 | | | | | | | | | 964.80 |
| | IBARRA, DAGOBERTO | Fringe Hours | | | | | | 5.50 | | | | | | 5.50 |
| | | Dues Hours | | | | | | 5.50 | | | | | | 5.50 |
| | | Dues Wages | | | | | | 221.10 | | | | | | 221.10 |
| | NAVA, JORGE | Fringe Hours | | 24.00 | | | | | | | | | | 24.00 |
| | | Dues Hours | | 24.00 | | | | | | | | | | 24.00 |
| | | Dues Wages | | 964.80 | | | | | | | | | | 964.80 |
| | PEREZ, EMILIO | Fringe Hours | | 35.00 | 48.00 | | | 5.50 | | | | | | 15.00 103.50 |
| | | Dues Hours | | 35.00 | 48.00 | | | 5.50 | | | | | | 15.00 103.50 |
| | | Dues Wages | | 1,407.00 | 2,130.60 | | | 221.10 | | | | | | 623.10 4,381.80 |
| | PEREZ, LINO | Fringe Hours | | 35.00 | 56.00 | | | 5.50 | | | | | | 15.00 111.50 |
| | | Dues Hours | | 35.00 | 56.00 | | | 5.50 | | | | | | 15.00 111.50 |
| | | Dues Wages | | 1,407.00 | 2,452.20 | | | 221.10 | | | | | | 623.10 4,703.40 |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | SANTIAGO, ADAN | Fringe Hours | | | | | 5.50 | | | | | | | 5.50 |
| | | Dues Hours | | | | | 5.50 | | | | | | | 5.50 |
| | | Dues Wages | | | | | 221.10 | | | | | | | 221.10 |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| Total Fringe Hours | | - | - | 118.00 | 165.00 | - | - | 22.00 | - | - | - | - | 30.00 | 335.00 |
| Total Dues Hours | | - | - | 118.00 | 165.00 | - | - | 22.00 | - | - | - | - | 30.00 | 335.00 |
| Total Wages | | - | - | 4,743.60 | 7,055.10 | - | - | 884.40 | - | - | - | - | 1,246.20 | 13,929.30 |

| | | | | | | | | | | | | | | |
|-------------------|---------|---|---|----------|----------|---|---|--------|---|---|---|---|--------|----------|
| Welfare (Active) | \$9.98 | - | - | 1,177.64 | 1,646.70 | - | - | 219.56 | - | - | - | - | 299.40 | 3,343.30 |
| Welfare (Retiree) | \$4.25 | - | - | 501.50 | 701.25 | - | - | 93.50 | - | - | - | - | 127.50 | 1,423.75 |
| Pension | \$11.57 | - | - | 1,365.26 | 1,909.05 | - | - | 254.54 | - | - | - | - | 347.10 | 3,875.95 |
| Training | \$0.50 | - | - | 59.00 | 82.50 | - | - | 11.00 | - | - | - | - | 15.00 | 167.50 |
| LECET | \$0.07 | - | - | 8.26 | 11.55 | - | - | 1.54 | - | - | - | - | 2.10 | 23.45 |
| LDCLMCC | \$0.17 | - | - | 20.06 | 28.05 | - | - | 3.74 | - | - | - | - | 5.10 | 56.95 |
| WGC | \$0.08 | - | - | 9.44 | 13.20 | - | - | 1.76 | - | - | - | - | 2.40 | 26.80 |
| Working Dues | 3.75% | - | - | 177.89 | 264.57 | - | - | 33.17 | - | - | - | - | 46.73 | 522.36 |
| SHEET TOTAL | | - | - | 3,319.05 | 4,656.87 | - | - | 618.81 | - | - | - | - | 845.33 | 9,440.06 |

Laborers' District Council

Schedule of Deficiencies

Employer Name: Divine Cement, Inc.
 Employer Number: 35543
 Agreement Type: WGC

Audit Period: March 1, 2016 to December 31, 2017
 Date of Audit: January 31, 2018
 Field Auditor: Maxy Green

| SSN | Name | 2017 | | | | | | | 2018 | | | | | Total | |
|--------------------|-----------------|--------------|--------|--------|-----|-----|-----|----------|------|-----|-----|-----|-----|----------|--|
| | | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | | |
| [REDACTED] | AGUILAR, ALVARO | Fringe Hours | | | | | | 17.00 | | | | | | 17.00 | |
| | | Dues Hours | | | | | | 17.00 | | | | | | 17.00 | |
| | | Dues Wages | | | | | | 721.00 | | | | | | 721.00 | |
| [REDACTED] | | Fringe Hours | | | | | | | | | | | | - | |
| | | Dues Hours | | | | | | | | | | | | - | |
| | | Dues Wages | | | | | | | | | | | | - | |
| [REDACTED] | | Fringe Hours | | | | | | | | | | | | - | |
| | | Dues Hours | | | | | | | | | | | | - | |
| | | Dues Wages | | | | | | | | | | | | - | |
| [REDACTED] | | Fringe Hours | | | | | | | | | | | | - | |
| | | Dues Hours | | | | | | | | | | | | - | |
| | | Dues Wages | | | | | | | | | | | | - | |
| [REDACTED] | MEDINA, JOSE | Fringe Hours | | | | | | 66.50 | | | | | | 66.50 | |
| | | Dues Hours | | | | | | 66.50 | | | | | | 66.50 | |
| | | Dues Wages | | | | | | 2,966.40 | | | | | | 2,966.40 | |
| [REDACTED] | | Fringe Hours | | | | | | | | | | | | - | |
| | | Dues Hours | | | | | | | | | | | | - | |
| | | Dues Wages | | | | | | | | | | | | - | |
| [REDACTED] | PEREZ, HERBERTO | Fringe Hours | | | | | | | | | | | | - | |
| | | Dues Hours | | | | | | | | | | | | - | |
| | | Dues Wages | | 103.00 | | | | | | | | | | 103.00 | |
| [REDACTED] | | Fringe Hours | | | | | | | | | | | | - | |
| | | Dues Hours | | | | | | | | | | | | - | |
| | | Dues Wages | | | | | | | | | | | | - | |
| [REDACTED] | RIOS, FEDERICO | Fringe Hours | | | | | | | | | | | | - | |
| | | Dues Hours | | | | | | | | | | | | - | |
| | | Dues Wages | | 92.70 | | | | | | | | | | 92.70 | |
| [REDACTED] | | Fringe Hours | | | | | | | | | | | | - | |
| | | Dues Hours | | | | | | | | | | | | - | |
| | | Dues Wages | | | | | | | | | | | | - | |
| Total Fringe Hours | | - | - | - | - | - | - | 83.50 | - | - | - | - | - | 83.50 | |
| Total Dues Hours | | - | - | - | - | - | - | 83.50 | - | - | - | - | - | 83.50 | |
| Total Wages | | - | 195.70 | - | - | - | - | 3,687.40 | - | - | - | - | - | 3,883.10 | |

| | | | | | | | | | | | | | | |
|--------------------|---------|---|------|---|---|---|---|----------|---|---|---|---|---|----------|
| Welfare (Active) | \$10.15 | - | - | - | - | - | - | 847.53 | - | - | - | - | - | 847.53 |
| Welfare (Retiree) | \$4.50 | - | - | - | - | - | - | 375.75 | - | - | - | - | - | 375.75 |
| Pension | \$12.32 | - | - | - | - | - | - | 1,028.72 | - | - | - | - | - | 1,028.72 |
| Training | \$0.50 | - | - | - | - | - | - | 41.75 | - | - | - | - | - | 41.75 |
| LECET | \$0.07 | - | - | - | - | - | - | 5.85 | - | - | - | - | - | 5.85 |
| LDCLMCC | \$0.17 | - | - | - | - | - | - | 14.20 | - | - | - | - | - | 14.20 |
| WGC | \$0.08 | - | - | - | - | - | - | 6.68 | - | - | - | - | - | 6.68 |
| Working Dues | 3.75% | - | 7.34 | - | - | - | - | 138.28 | - | - | - | - | - | 145.62 |
| SHEET TOTAL | | - | 7.34 | - | - | - | - | 2,458.76 | - | - | - | - | - | 2,466.10 |

SUMMARY OF AMOUNTS OWED

Audit Period March 1, 2016 to December 31, 2017EMPLOYER Divine Cement, Inc.CODE 35543

| PERIOD | FRINGE | DUES | WELFARE | RATE | RETIREE | | | TRAINING | | | DUES | LDCLMCC | RATE | LECET | RATE | WGC | RATE | TOTAL |
|---------------------------|--------|----------|----------|-------|----------|------|-----------|----------|--------|------|--------|---------|-------|-------|-------|-------|----------|-----------|
| | HOURS | HOURS | | | WELFARE | RATE | PENSION | RATE | FUND | | | | | | | | | |
| 6-1-10 to 5-31-11 | - | - | - | 10.63 | - | - | - | 8.57 | - | 0.45 | - | - | 0.12 | - | 0.07 | - | 0.08 | |
| 6-1-11 to 5-31-12 | - | - | - | - | 12.18 | - | - | 8.82 | - | 0.45 | - | - | 0.12 | - | 0.07 | - | 0.08 | |
| 6-1-12 to 5-31-13 | - | - | - | - | 12.78 | - | - | 9.02 | - | 0.50 | - | - | 0.12 | - | 0.07 | - | 0.08 | |
| 6-1-13 to 5-31-14 | - | - | - | - | 13.38 | - | - | 9.52 | - | 0.50 | - | - | 0.12 | - | 0.07 | - | 0.08 | |
| 6-1-14 to 5-31-15 | - | - | - | 9.98 | - | 3.80 | - | 10.12 | - | 0.50 | - | - | 0.12 | - | 0.07 | - | 0.08 | |
| 6-1-15 to 5-31-16 | 28.00 | 28.00 | 279.44 | 9.98 | 112.00 | 4.00 | 300.16 | 10.72 | 14.00 | 0.50 | 45.57 | 4.76 | 0.17 | 1.96 | 0.07 | 2.24 | 0.08 | 760.13 |
| 6-1-16 to 5-31-17 | 335.00 | 335.00 | 3,343.30 | 9.98 | 1,423.75 | 4.25 | 3,875.95 | 11.57 | 167.50 | 0.50 | 522.36 | 56.95 | 0.17 | 23.45 | 0.07 | 26.80 | 0.08 | 9,440.06 |
| 6-1-17 to 5-31-18 | 83.50 | 83.50 | 847.53 | 10.15 | 375.75 | 4.50 | 1,028.72 | 12.32 | 41.75 | 0.50 | 145.62 | 14.20 | 0.17 | 5.85 | 0.07 | 6.68 | 0.08 | 2,466.10 |
| 6-1-18 to 5-31-19 | - | - | 10.15 | - | 4.75 | - | 12.57 | - | 0.72 | - | - | 0.17 | - | 0.07 | - | 0.08 | - | |
| SUBTOTAL | 446.50 | 446.50 | 4,470.27 | | 1,911.50 | | 5,204.83 | | 223.25 | | 713.55 | 75.91 | | 31.26 | | 35.72 | | 12,666.29 |
| 10% LIQUIDATED DAMAGES | | | | | | | | | | | 71.36 | 7.59 | | 3.13 | | 3.57 | | 85.65 |
| 20% LIQUIDATED DAMAGES | | 894.05 | | | 382.30 | | 1,040.97 | | 44.65 | | | | | | | | | 2,361.97 |
| AUDIT COSTS | | 678.79 | | | 658.83 | | 658.82 | | | | | | | | | | | 1,996.44 |
| ATTORNEY FEES | | - | | | - | | - | | - | | - | - | - | - | - | - | - | |
| ACCUM. LIQUIDATED DAMAGES | | | | | | | | | | | | | | | | | | |
| ACCUM. INTEREST | | 3,171.11 | | | 1,352.43 | | 3,680.92 | | 158.50 | | 53.89 | | 22.19 | | 25.36 | | 8,464.40 | |
| TOTAL DUE | | 9,214.22 | | | 4,305.06 | | 10,585.54 | | 426.40 | | 784.91 | 137.39 | | 56.58 | | 64.65 | | 25,574.75 |

NO SSN REPORT

Divine Cement, Inc.

527 Vera Ct.

Joliet, IL 60436

Employer Number:35543

January 1, 2018 through December 31, 2019

Exhibit A-9

LEGACY
PROFESSIONALS LLP
CERTIFIED PUBLIC ACCOUNTANTS

To the Administrator of
Pension and Welfare Funds of Construction and General
Laborers' District Council of Chicago and Vicinity

Re: Divine Cement, Inc.

Reporting Period: January 1, 2018 through December 31, 2019

We were engaged by the Board(s) of Trustees of the Pension and Welfare Funds of Construction and General Laborers' District Council of Chicago and Vicinity, (the Funds) to assist you in determining whether contributions to the Funds were made in accordance with the Collective Bargaining and Trust Agreements during the above referenced reporting period.

The management of Divine Cement, Inc. is responsible for making contributions in accordance with the requirements of the Collective Bargaining and Trust Agreements.

This engagement was performed in accordance with Statements on Standards for Consulting Services issued by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Our findings are included in the attached schedules.

The findings of this report should not be construed as an endorsement or ratification of any of the Employer's contribution practices. The findings are based solely on those documents that the Employer provided to us. We have not been retained to provide, and do not provide, any interpretation or advice concerning any terms of the collective bargaining agreement between the Employer and the Union or the terms of the Funds' respective Agreement and Declarations of Trust. All questions concerning the Employer's contribution practices, or any contributions or benefits-related issue, should be directed to the Union or the Fund office. No failure to note an exception to any of the employer's contribution practices should be construed as a ratification of such practice or waiver of the Union or the Funds' ability to challenge such practice in the future.

This report is intended solely for the information and use of the Trustees and Administrator of the Pension and Welfare Funds of Construction and General Laborers' District Council of Chicago and Vicinity, and is not intended to be and should not be used by anyone other than these specified parties.



Westchester, Illinois

December 29, 2021

LEGACY PROFESSIONALS, LLP
COMPLIANCE AUDIT INFORMATION SHEET

| | | | |
|---|---------------------|------------------------|---|
| EMPLOYER NAME | Divine Cement, Inc. | EMPLOYER # | 35543 |
| ADDRESS | 527 Vera Ct. | PHONE # | (815) 719-1315 |
| CITY/STATE/ZIP | Joliet, IL 60436 | FEIN # | |
| DATE OF CONTACT | February 28, 2020 | AUDIT PERIOD | January 1, 2018 through December 31, 2019 |
| CONTACT'S NAME | Lawrence Green | TITLE | President |
| ENTITY TYPE | CORPORATION | FIELD REPRESENTATIVE | Jim Fosco |
| MAIN BUSINESS ACTIVITY | Construction | AUDIT DATE | May 13, 2020 |
| SOURCE TAX DOCUMENT: <u>ENTIRE AUDIT PERIOD</u> | | | |
| TOTAL PAYROLL WAGES: | \$ 1,140,870.96 | TOTAL LABORER WAGES: | \$ 566,516.71 |
| TOTAL UNION WAGES: | \$ 1,017,867.24 | TOTAL CEM. MAS. WAGES: | \$ 451,350.53 |
| TOTAL NON-UNION WAGES: | \$ 123,003.72 | | |
| AVERAGE # CHI. LABORERS: | 3 | | |
| AVERAGE # OF EMPLOYEES: | 5 | | |
| AVERAGE GROSS SALES: | \$ 3,013,436.00 | | |

| <u>OWNERSHIP-PRINCIPALS</u> | <u>TITLE</u> | <u>%</u> | <u>ADDRESS</u> |
|-----------------------------|--------------|----------|----------------|
| Lawrence Green | President | 51% | |
| Patrice Green | Secretary | 49% | |

BANKING FACILITIES USED AND ACCOUNT NUMBER: [REDACTED]

[REDACTED]

DOES EMPLOYER HAVE INTEREST IN OTHER OPERATIONS ?

YES

NO

IF YES, LIST NAME OF SAME

[REDACTED]

DOES THE EMPLOYER HAVE A FRINGE BENEFIT BOND FOR THE CHICAGO LABORERS TRUST FUNDS?

YES

NO

IF YES, AND UNABLE TO PROVIDE WITH REPORT EXPLAIN WHY:

Not Provided

AUDIT SITE (IF DIFFERENT FROM EMPLOYER'S ADDRESS):

Same as above

ALL REQUIRED ACCOUNTING RECORDS WERE AVAILABLE WITH THE EXCEPTION OF: N/A

BRIEFLY DESCRIBE THE NATURE OF THE DELINQUENCY, IF ANY:

Clerical errors.

DID YOUR EXAMINATION UNCOVER ANYTHING SPECIAL OR UNUSUAL WHICH SHOULD BE BROUGHT TO

THE ATTENTION OF THE FUND COUNSEL OR OTHER INTERESTED PERSONS?

YES

NO

IF YES, EXPLAIN:

As discussed with the Funds, findings specific to the I-55 Interchange & the 233 N. Broadway have already been paid and are therefore not included in this audit.

AUDITOR:

Dominic Mazzarelli

Laborers' District Council

Reconciliation of Differences Per Year

| Fiscal Year Ending | 5-31-2017 | 5-31-2018 | 5-31-2019 | 5-31-2020 | 5-31-2021 | 5-31-2022 | Total Due |
|--|-------------|--------------------|--------------------|--------------------|-------------|-------------|---------------------|
| Fringe Hours Not Reported | - | 58.50 | 222.00 | - | - | - | 280.50 |
| Dues Hours Not Reported | - | 34.00 | 222.00 | 632.00 | - | - | 888.00 |
| Dues Wages Not Reported | - | 1,442.00 | 10,006.10 | 28,308.70 | - | - | 39,756.80 |
| Dollar Amount Due | | | | | | | |
| Welfare (Active) | - | 593.78 | 2,253.30 | - | - | - | 2,847.08 |
| Welfare (Retiree) | - | 263.25 | 1,054.50 | - | - | - | 1,317.75 |
| Pension | - | 720.72 | 2,790.54 | - | - | - | 3,511.26 |
| Training | - | 29.25 | 159.84 | - | - | - | 189.09 |
| LECET | - | 2.38 | 15.54 | 44.24 | - | - | 62.16 |
| LDCLMCC | - | 5.78 | 37.74 | 107.44 | - | - | 150.96 |
| WGC | - | 2.72 | 17.76 | 50.56 | - | - | 71.04 |
| Working Dues | - | 54.08 | 375.23 | 1,061.58 | - | - | 1,490.89 |
| Total | \$ - | \$ 1,671.96 | \$ 6,704.45 | \$ 1,263.82 | \$ - | \$ - | \$ 9,640.23 |
| Plus previous late charges assessed by Laborers' Pension and Welfare Funds | | | | | | | \$ - |
| Plus previous underpayments incurred to Laborers' Pension and Welfare Funds | | | | | | | \$ 70,994.90 |
| Plus previous underpayments incurred to Laborers' District Council Funds | | | | | | | \$ 3,304.82 |
| Audit Fee | | | | | | | \$ 3,448.60 |
| Total Amount Due | | | | | | | \$ 87,388.55 |

| | | | |
|-----------------------|---|--------------------------|--------------------|
| Employer Name: | Divine Cement, Inc. | Person Contacted: | Lawrence Green |
| Employer #: | 35543 | Date of Contact: | February 28, 2020 |
| Date of Audit: | May 13, 2020 | Telephone: | (815) 719-1315 |
| Audit Period : | January 1, 2018 through December 31, 2019 | Auditor: | Dominic Mazzarelli |

Laborers' District Council

Schedule of Deficiencies

Employer Name: Divine Cement, Inc.
Employer Number: 35543
Agreement Type: WGC

Audit Period: January 1, 2018 through December 31, 2019
Date of Audit: May 13, 2020
Field Auditor: Dominic Muzzarelli

| SSN | Name | | 2017 | | | | | | | 2018 | | | | | Total |
|-----|--------------------|--------------------|------|-----|-----|-----|-----|-----|-----|------|-------|--------|----------|-----|----------|
| | | | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | |
| | GREEN, MICHAEL | Fringe Hours | | | | | | | | | 24.50 | | | | 24.50 |
| | | Dues Hours | | | | | | | | | - | | | | - |
| | | Dues Wages | | | | | | | | | - | | | | - |
| | RIVERA, LUIS | Fringe Hours | | | | | | | | | | | 8.00 | | 8.00 |
| | | Dues Hours | | | | | | | | | | | 8.00 | | 8.00 |
| | | Dues Wages | | | | | | | | | | | 329.60 | | 329.60 |
| | SALGADO, JOSE | Fringe Hours | | | | | | | | | | | 8.00 | | 8.00 |
| | | Dues Hours | | | | | | | | | | | 8.00 | | 8.00 |
| | | Dues Wages | | | | | | | | | | | 329.60 | | 329.60 |
| | TORRES JR., EFRAIN | Fringe Hours | | | | | | | | | | 8.00 | 10.00 | | 18.00 |
| | | Dues Hours | | | | | | | | | | 8.00 | 10.00 | | 18.00 |
| | | Dues Wages | | | | | | | | | | 329.60 | 453.20 | | 782.80 |
| | | Fringe Hours | | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | | - |
| | | Total Fringe Hours | - | - | - | - | - | - | - | - | 24.50 | 8.00 | 26.00 | - | 58.50 |
| | | Total Dues Hours | - | - | - | - | - | - | - | - | - | 8.00 | 26.00 | - | 34.00 |
| | | Total Wages | - | - | - | - | - | - | - | - | - | 329.60 | 1,112.40 | - | 1,442.00 |

| | | | | | | | | | | | | | | |
|--------------------|---------|---|---|---|---|---|---|---|---|---------------|---------------|---------------|---|-----------------|
| Welfare (Active) | \$10.15 | - | - | - | - | - | - | - | - | 248.68 | 81.20 | 263.90 | - | 593.78 |
| Welfare (Retiree) | \$4.50 | - | - | - | - | - | - | - | - | 110.25 | 36.00 | 117.00 | - | 263.25 |
| Pension | \$12.32 | - | - | - | - | - | - | - | - | 301.84 | 98.56 | 320.32 | - | 720.72 |
| Training | \$0.50 | - | - | - | - | - | - | - | - | 12.25 | 4.00 | 13.00 | - | 29.25 |
| LECET | \$0.07 | - | - | - | - | - | - | - | - | - | 0.56 | 1.82 | - | 2.38 |
| LDCLMCC | \$0.17 | - | - | - | - | - | - | - | - | - | 1.36 | 4.42 | - | 5.78 |
| WGC | \$0.08 | - | - | - | - | - | - | - | - | - | 0.64 | 2.08 | - | 2.72 |
| Working Dues | 3.75% | - | - | - | - | - | - | - | - | - | 12.36 | 41.72 | - | 54.08 |
| SHEET TOTAL | | | | | | | | | | 672.02 | 224.69 | 764.26 | | 1,671.96 |

Laborers' District Council

Schedule of Deficiencies

Employer Name: Divine Cement, Inc.
 Employer Number: 35543
 Agreement Type: WGC

Audit Period: January 1, 2018 through December 31, 2019
 Date of Audit: May 13, 2020
 Field Auditor: Dominic Mazzarelli

| SSN | Name | 2018 | | | | | | | 2019 | | | | | Total |
|-----|--------------------|--------------------|-----------|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----------|
| | | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | |
| | PEREZ, EMILIO | Fringe Hours | 23.50 | | | | | | | | | | | 23.50 |
| | | Dues Hours | 23.50 | | | | | | | | | | | 23.50 |
| | | Dues Wages | 1,085.10 | | | | | | | | | | | 1,085.10 |
| | RECENDEZ, ALFREDO | Fringe Hours | 19.00 | | | | | | | | | | | 19.00 |
| | | Dues Hours | 19.00 | | | | | | | | | | | 19.00 |
| | | Dues Wages | 769.34 | | | | | | | | | | | 769.34 |
| | REYNOSO, ALEJANDRO | Fringe Hours | 44.50 | | | | | | | | | | | 44.50 |
| | | Dues Hours | 44.50 | | | | | | | | | | | 44.50 |
| | | Dues Wages | 2,009.46 | | | | | | | | | | | 2,009.46 |
| | RIVERA, LUIS | Fringe Hours | 34.50 | | | | | | | | | | | 34.50 |
| | | Dues Hours | 34.50 | | | | | | | | | | | 34.50 |
| | | Dues Wages | 1,556.68 | | | | | | | | | | | 1,556.68 |
| | SALGADO, JOSE | Fringe Hours | 19.00 | | | | | | | | | | | 19.00 |
| | | Dues Hours | 19.00 | | | | | | | | | | | 19.00 |
| | | Dues Wages | 858.20 | | | | | | | | | | | 858.20 |
| | TORRES JR., EFRAIN | Fringe Hours | 81.50 | | | | | | | | | | | 81.50 |
| | | Dues Hours | 81.50 | | | | | | | | | | | 81.50 |
| | | Dues Wages | 3,727.32 | | | | | | | | | | | 3,727.32 |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Total Fringe Hours | 222.00 | - | - | - | - | - | - | - | - | - | - | 222.00 |
| | | Total Dues Hours | 222.00 | - | - | - | - | - | - | - | - | - | - | 222.00 |
| | | Total Wages | 10,006.10 | - | - | - | - | - | - | - | - | - | - | 10,006.10 |

| | | | | | | | | | | | | | | |
|--------------------|---------|-----------------|---|---|---|---|---|---|---|---|---|---|---|-----------------|
| Welfare (Active) | \$10.15 | 2,253.30 | - | - | - | - | - | - | - | - | - | - | - | 2,253.30 |
| Welfare (Retiree) | \$4.75 | 1,054.50 | - | - | - | - | - | - | - | - | - | - | - | 1,054.50 |
| Pension | \$12.57 | 2,790.54 | - | - | - | - | - | - | - | - | - | - | - | 2,790.54 |
| Training | \$0.72 | 159.84 | - | - | - | - | - | - | - | - | - | - | - | 159.84 |
| LECET | \$0.07 | 15.54 | - | - | - | - | - | - | - | - | - | - | - | 15.54 |
| LDCLMCC | \$0.17 | 37.74 | - | - | - | - | - | - | - | - | - | - | - | 37.74 |
| WGC | \$0.08 | 17.76 | - | - | - | - | - | - | - | - | - | - | - | 17.76 |
| Working Dues | 3.75% | 375.23 | - | - | - | - | - | - | - | - | - | - | - | 375.23 |
| SHEET TOTAL | | 6,704.45 | - | - | - | - | - | - | - | - | - | - | - | 6,704.45 |

Laborers' District Council

Schedule of Deficiencies

Employer Name: Divine Cement, Inc.
 Employer Number: 35543
 Agreement Type: WGC

Audit Period: January 1, 2018 through December 31, 2019
 Date of Audit: May 13, 2020
 Field Auditor: Dominic Mazzarelli

| SSN | Name | 2019 | | | | | | | 2020 | | | | | Total |
|-----|-------------------|--------------------|-----|-----|----------|-----------|-----|-----|------|-----|-----|-----|-----|-----------|
| | | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | |
| | BAUTISTA, ARTURO | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | 25.00 | | | | | | | | | 25.00 |
| | | Dues Wages | | | 1,114.86 | | | | | | | | | 1,114.86 |
| | DELATORRE, JOSE | Fringe Hours | | | | - | | | | | | | | - |
| | | Dues Hours | | | 106.00 | | | | | | | | | 106.00 |
| | | Dues Wages | | | 4,699.90 | | | | | | | | | 4,699.90 |
| | DIAZ, MACARIO | Fringe Hours | | | | - | | | | | | | | - |
| | | Dues Hours | | | 109.00 | | | | | | | | | 109.00 |
| | | Dues Wages | | | 4,962.22 | | | | | | | | | 4,962.22 |
| | RODRIGUEZ, FELIPE | Fringe Hours | | | | - | | | | | | | | - |
| | | Dues Hours | | | 107.00 | | | | | | | | | 107.00 |
| | | Dues Wages | | | 4,831.06 | | | | | | | | | 4,831.06 |
| | VARGAS, SABINO | Fringe Hours | | | | - | | | | | | | | - |
| | | Dues Hours | | | 107.00 | | | | | | | | | 107.00 |
| | | Dues Wages | | | 4,765.48 | | | | | | | | | 4,765.48 |
| | VENEGAS, GONZALO | Fringe Hours | | | | - | | | | | | | | - |
| | | Dues Hours | | | 105.50 | | | | | | | | | 105.50 |
| | | Dues Wages | | | 4,732.69 | | | | | | | | | 4,732.69 |
| | VENEGAS, SAMUEL | Fringe Hours | | | | - | | | | | | | | - |
| | | Dues Hours | | | 72.50 | | | | | | | | | 72.50 |
| | | Dues Wages | | | 3,202.49 | | | | | | | | | 3,202.49 |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Fringe Hours | | | | | | | | | | | | - |
| | | Dues Hours | | | | | | | | | | | | - |
| | | Dues Wages | | | | | | | | | | | | - |
| | | Total Fringe Hours | - | - | - | - | - | - | - | - | - | - | - | - |
| | | Total Dues Hours | - | - | - | 632.00 | - | - | - | - | - | - | - | 632.00 |
| | | Total Wages | - | - | - | 28,308.70 | - | - | - | - | - | - | - | 28,308.70 |

| | | | | | | | | | | | | | |
|--------------------|---------|---|---|---|----------|---|---|---|---|---|---|---|----------|
| Welfare (Active) | \$10.15 | - | - | - | - | - | - | - | - | - | - | - | - |
| Welfare (Retiree) | \$4.84 | - | - | - | - | - | - | - | - | - | - | - | - |
| Pension | \$13.61 | - | - | - | - | - | - | - | - | - | - | - | - |
| Training | \$0.90 | - | - | - | - | - | - | - | - | - | - | - | - |
| LECET | \$0.07 | - | - | - | 44.24 | - | - | - | - | - | - | - | 44.24 |
| LDCLMCC | \$0.17 | - | - | - | 107.44 | - | - | - | - | - | - | - | 107.44 |
| WGC | \$0.08 | - | - | - | 50.56 | - | - | - | - | - | - | - | 50.56 |
| Working Dues | 3.75% | - | - | - | 1,061.58 | - | - | - | - | - | - | - | 1,061.58 |
| SHEET TOTAL | | - | - | - | 1,263.82 | - | - | - | - | - | - | - | 1,263.82 |

AUDIT 1-1-2018-12-31-2019

EMPLOYER Divine Cement Inc.CODE 35543

FOLLOWING ARE THE FIGURES OWED BY THE ABOVE MENTIONED CONTRACTOR AS A RESULT OF THE AUDIT.

| <u>ADDITIONAL HOURS</u> | <u>HOURS</u> | <u>WELFARE</u> | <u>RATE</u> | <u>RETIREE WELFARE</u> | <u>RATE</u> | <u>PENSION</u> | <u>RATE</u> | <u>TRAINING FUND</u> | <u>RATE</u> | <u>DUES</u> | <u>LDCLMCC</u> | <u>RATE</u> | <u>WGC</u> | <u>RATE</u> | <u>LECET</u> | <u>RATE</u> | <u>TOTAL</u> |
|---------------------------|-----------------|-----------------|-------------|------------------------|-------------|----------------|-------------|----------------------|--------------|--------------|----------------|--------------|------------|--------------|--------------|-------------|-----------------|
| 6-1-17-5-31-18 | 58.50 | 593.78 | 10.15 | 263.25 | 4.50 | 720.72 | 12.32 | 29.25 | 0.50 | 54.08 | 5.78 | 0.17 | 2.72 | 0.08 | 2.38 | 0.07 | 1,671.96 |
| 6-1-18-5-31-19 | 222.00 | 2,253.30 | 10.15 | 1,054.50 | 4.75 | 2,790.54 | 12.57 | 159.84 | 0.72 | 375.23 | 37.74 | 0.17 | 17.76 | 0.08 | 15.54 | 0.07 | 6,704.45 |
| <u>MEN NOT REPORTED</u> | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| <u>SUBTOTAL</u> | <u>280.50</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| 10% LIQUIDATED DAMAGES | | | | | | | | | | | | | | | | | 51.12 |
| 20% LIQUIDATED DAMAGES | 569.42 | 263.55 | | 702.25 | | 37.82 | | | 42.93 | 4.35 | | 2.05 | | 1.79 | | | 1,573.04 |
| AUDIT COSTS | 1,149.76 | 1,149.42 | | 1,149.42 | | | | | | | | | | | | | 3,448.60 |
| ATTORNEY FEES | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| ACCUM. LIQUIDATED DAMAGES | | | | | | | | | | | | | | | | | |
| ACCUM. INTEREST | 1,395.19 | 645.26 | | 1,720.18 | | 92.23 | | | 51.81 | 24.38 | | 21.33 | | | | | 3,950.38 |
| <u>TOTAL DUE</u> | <u>3,114.37</u> | <u>2,058.23</u> | | <u>3,571.85</u> | | <u>130.05</u> | | | <u>42.93</u> | <u>56.16</u> | | <u>26.43</u> | | <u>23.12</u> | | | <u>9,023.14</u> |

EMPLOYER DIVINE CEMENT INC

CODE 35543

Exhibit A-11

LABORERS' PENSION & WELFARE FUNDS
CONTRACTOR LIQUIDATED DAMAGES HISTORY

Contractor Number 035543
 Contractor Name DIVINE CEMENT, INC
 Address ATTN: LAWRENCE GREEN
 527 VERA CT
 JOLIET IL, 604361895

Phone (815) 719-1315
 Status Active
 Outstanding Balance \$ 79,853.62

| Invoice # | Report Month | Received Date | Trans # | LD % | TOTAL LD | | | | WELFARE LD | | | | RETIREE WELFARE LD | | | | PENSION LD | | | |
|-----------|--------------|---------------|---------|------|--------------|------------|---------------|-----------|--------------|--------------------|-----------------|-------------------|--------------------|-------------------------|----------------------|------------------------|--------------|--------------------|-----------------|-------------------|
| | | | | | LD \$ | Adjustment | Payment | Write Off | Welfare LD | Welfare Adjustment | Welfare Payment | Welfare Write Off | Ret. Welfare LD | Ret. Welfare Adjustment | Ret. Welfare Payment | Ret. Welfare Write Off | Pension LD | Pension Adjustment | Pension Payment | Pension Write Off |
| 55683 | 02/2022 | 05/05/2022 | 1680030 | 10% | \$ 609.57 | \$ - | \$ - | \$ - | \$ 220.35 | \$ - | \$ - | \$ - | \$ 102.38 | \$ - | \$ - | \$ - | \$ 286.84 | \$ - | \$ - | \$ - |
| 55682 | 01/2022 | 05/05/2022 | 1680029 | 10% | \$ 50.02 | \$ - | \$ - | \$ - | \$ 18.08 | \$ - | \$ - | \$ - | \$ 8.40 | \$ - | \$ - | \$ - | \$ 23.54 | \$ - | \$ - | \$ - |
| 55681 | 12/2021 | 05/05/2022 | 1680027 | 10% | \$ 4,227.91 | \$ - | \$ - | \$ - | \$ 1,528.32 | \$ - | \$ - | \$ - | \$ 710.06 | \$ - | \$ - | \$ - | \$ 1,989.53 | \$ - | \$ - | \$ - |
| 55173 | 11/2021 | 02/08/2022 | 1673287 | 10% | \$ 5,962.85 | \$ - | \$ - | \$ - | \$ 2,155.48 | \$ - | \$ - | \$ - | \$ 1,001.44 | \$ - | \$ - | \$ - | \$ 2,805.93 | \$ - | \$ - | \$ - |
| 54994 | 10/2021 | 01/11/2022 | 1671202 | 10% | \$ 7,350.80 | \$ - | \$ - | \$ - | \$ 2,657.20 | \$ - | \$ - | \$ - | \$ 1,234.54 | \$ - | \$ - | \$ - | \$ 3,459.06 | \$ - | \$ - | \$ - |
| 54460 | 08/2021 | 10/20/2021 | 1663995 | 10% | \$ 9,426.46 | \$ - | \$ - | \$ - | \$ 3,407.52 | \$ - | \$ - | \$ - | \$ 1,583.14 | \$ - | \$ - | \$ - | \$ 4,435.80 | \$ - | \$ - | \$ - |
| 54237 | 07/2021 | 09/21/2021 | 1661387 | 10% | \$ 6,209.79 | \$ - | \$ (660.66) | \$ - | \$ 2,244.74 | \$ - | \$ (660.66) | \$ - | \$ 1,042.91 | \$ - | \$ - | \$ - | \$ 2,922.14 | \$ - | \$ - | \$ - |
| 54042 | 06/2021 | 08/20/2021 | 1659086 | 10% | \$ 3,846.54 | \$ - | \$ - | \$ - | \$ 1,390.46 | \$ - | \$ - | \$ - | \$ 646.01 | \$ - | \$ - | \$ - | \$ 1,810.07 | \$ - | \$ - | \$ - |
| 53878 | 05/2021 | 07/22/2021 | 1656796 | 10% | \$ 4,438.89 | \$ - | \$ - | \$ - | \$ 1,588.98 | \$ - | \$ - | \$ - | \$ 768.86 | \$ - | \$ - | \$ - | \$ 2,081.05 | \$ - | \$ - | \$ - |
| 53689 | 04/2021 | 06/18/2021 | 1653959 | 10% | \$ 3,109.81 | \$ - | \$ - | \$ - | \$ 1,113.21 | \$ - | \$ - | \$ - | \$ 538.65 | \$ - | \$ - | \$ - | \$ 1,457.95 | \$ - | \$ - | \$ - |
| 53576 | 03/2021 | 05/18/2021 | 1651704 | 10% | \$ 769.87 | \$ - | \$ - | \$ - | \$ 275.59 | \$ - | \$ - | \$ - | \$ 133.35 | \$ - | \$ - | \$ - | \$ 360.93 | \$ - | \$ - | \$ - |
| 53298 | 12/2020 | 02/22/2021 | 1644920 | 10% | \$ 197.01 | \$ - | \$ - | \$ - | \$ 70.53 | \$ - | \$ - | \$ - | \$ 34.12 | \$ - | \$ - | \$ - | \$ 92.36 | \$ - | \$ - | \$ - |
| 53035 | 10/2020 | 12/14/2020 | 1639243 | 10% | \$ 1,782.23 | \$ - | \$ - | \$ - | \$ 637.98 | \$ - | \$ - | \$ - | \$ 308.70 | \$ - | \$ - | \$ - | \$ 835.55 | \$ - | \$ - | \$ - |
| 53034 | 09/2020 | 12/14/2020 | 1639242 | 10% | \$ 1,139.66 | \$ - | \$ - | \$ - | \$ 407.96 | \$ - | \$ - | \$ - | \$ 197.40 | \$ - | \$ - | \$ - | \$ 534.30 | \$ - | \$ - | \$ - |
| 52804 | 08/2020 | 10/20/2020 | 1634448 | 10% | \$ 212.17 | \$ - | \$ - | \$ - | \$ 75.95 | \$ - | \$ - | \$ - | \$ 36.75 | \$ - | \$ - | \$ - | \$ 99.47 | \$ - | \$ - | \$ - |
| 52536 | 06/2020 | 08/24/2020 | 1629632 | 10% | \$ 865.36 | \$ - | \$ - | \$ - | \$ 309.77 | \$ - | \$ - | \$ - | \$ 149.89 | \$ - | \$ - | \$ - | \$ 405.70 | \$ - | \$ - | \$ - |
| 52535 | 05/2020 | 08/24/2020 | 1629631 | 10% | \$ 1,337.05 | \$ - | \$ - | \$ - | \$ 474.51 | \$ - | \$ - | \$ - | \$ 226.27 | \$ - | \$ - | \$ - | \$ 636.27 | \$ - | \$ - | \$ - |
| 52534 | 04/2020 | 08/24/2020 | 1629629 | 10% | \$ 1,092.52 | \$ - | \$ - | \$ - | \$ 387.73 | \$ - | \$ - | \$ - | \$ 184.89 | \$ - | \$ - | \$ - | \$ 519.90 | \$ - | \$ - | \$ - |
| 51643 | 11/2019 | 01/24/2020 | 1611827 | 10% | \$ 1,096.80 | \$ - | \$ - | \$ - | \$ 389.25 | \$ - | \$ - | \$ - | \$ 185.61 | \$ - | \$ - | \$ - | \$ 521.94 | \$ - | \$ - | \$ - |
| 51642 | 10/2019 | 01/24/2020 | 1611826 | 10% | \$ 2,034.89 | \$ - | \$ - | \$ - | \$ 722.17 | \$ - | \$ - | \$ - | \$ 344.37 | \$ - | \$ - | \$ - | \$ 968.35 | \$ - | \$ - | \$ - |
| 52336 | 09/2019 | 07/07/2020 | 1625356 | 10% | \$ 2,584.00 | \$ - | \$ - | \$ - | \$ 917.05 | \$ - | \$ - | \$ - | \$ 437.29 | \$ - | \$ - | \$ - | \$ 1,229.66 | \$ - | \$ - | \$ - |
| 51394 | 08/2019 | 11/29/2019 | 1607486 | 10% | \$ 2,789.93 | \$ - | \$ - | \$ - | \$ 990.13 | \$ - | \$ - | \$ - | \$ 472.14 | \$ - | \$ - | \$ - | \$ 1,327.66 | \$ - | \$ - | \$ - |
| 51082 | 07/2019 | 10/01/2019 | 1602084 | 10% | \$ 1,287.00 | \$ - | \$ - | \$ - | \$ 456.75 | \$ - | \$ - | \$ - | \$ 217.80 | \$ - | \$ - | \$ - | \$ 612.45 | \$ - | \$ - | \$ - |
| 51081 | 06/2019 | 10/01/2019 | 1602083 | 10% | \$ 2,122.12 | \$ - | \$ - | \$ - | \$ 753.13 | \$ - | \$ - | \$ - | \$ 359.13 | \$ - | \$ - | \$ - | \$ 1,009.86 | \$ - | \$ - | \$ - |
| 50603 | 05/2019 | 07/24/2019 | 1595900 | 10% | \$ 1,123.53 | \$ - | \$ - | \$ - | \$ 415.14 | \$ - | \$ - | \$ - | \$ 194.28 | \$ - | \$ - | \$ - | \$ 514.11 | \$ - | \$ - | \$ - |
| 50602 | 04/2019 | 07/24/2019 | 1595899 | 10% | \$ 828.22 | \$ - | \$ - | \$ - | \$ 306.02 | \$ - | \$ - | \$ - | \$ 143.21 | \$ - | \$ - | \$ - | \$ 378.99 | \$ - | \$ - | \$ - |
| 49684 | 12/2018 | 03/01/2019 | 1583712 | 10% | \$ 936.74 | \$ - | \$ - | \$ - | \$ 346.12 | \$ - | \$ - | \$ - | \$ 161.98 | \$ - | \$ - | \$ - | \$ 428.64 | \$ - | \$ - | \$ - |
| 49683 | 11/2018 | 03/01/2019 | 1583692 | 10% | \$ 3,713.94 | \$ - | \$ - | \$ - | \$ 1,372.28 | \$ - | \$ - | \$ - | \$ 642.20 | \$ - | \$ - | \$ - | \$ 1,699.46 | \$ - | \$ - | \$ - |
| 49185 | 10/2018 | 01/17/2019 | 1580047 | 10% | \$ 3,590.33 | \$ - | \$ - | \$ - | \$ 1,326.60 | \$ - | \$ - | \$ - | \$ 620.83 | \$ - | \$ - | \$ - | \$ 1,642.90 | \$ - | \$ - | \$ - |
| 49004 | 09/2018 | 12/27/2018 | 1577978 | 10% | \$ 2,887.09 | \$ - | \$ - | \$ - | \$ 1,066.76 | \$ - | \$ - | \$ - | \$ 499.22 | \$ - | \$ - | \$ - | \$ 1,321.11 | \$ - | \$ - | \$ - |
| 48727 | 08/2018 | 10/29/2018 | 1572908 | 10% | \$ 3,296.40 | \$ - | \$ (405.22) | \$ - | \$ 1,218.00 | \$ - | \$ (405.22) | \$ - | \$ 570.00 | \$ - | \$ - | \$ - | \$ 1,508.40 | \$ - | \$ - | \$ - |
| | | | | | \$ 80,919.50 | \$ - | \$ (1,065.88) | \$ - | \$ 29,243.76 | \$ - | \$ (1,065.88) | \$ - | \$ 13,755.82 | \$ - | \$ - | \$ - | \$ 37,919.92 | \$ - | \$ - | \$ - |
| | | | | | \$ 79,853.62 | | | | \$ 28,177.88 | | | | \$ 13,755.82 | | | | \$ 37,919.92 | | | |

Exhibit A-12a

DIVINE CEMENT INC.
527 VERA CT
JOLIET IL 60436

July 28, 2022
Contractor # 035543

Dear Contractor:

According to our records, your following report(s) were submitted late. As a result, you owe the Work Dues and Ancillary Funds an amount of \$4,592.02 late fee.

| Report Month | Receipt Date | Total Gross Wages | Total Hours | Expected Amount | Remitted Amount | Expected Shortage Penalty | Expected Late Fee | Applied Penalty | Unpaid Penalty |
|-------------------------------|--------------|-------------------|-------------|-----------------|-----------------|---------------------------|-------------------|-----------------|-------------------|
| 02/2022 | 05/11/2022 | \$9,056.48 | 195.00 | \$ 402.01 | \$ 402.02 | \$0.00 | \$40.20 | \$0.00 | \$40.20 |
| 01/2022 | 05/11/2022 | \$740.40 | 16.00 | \$ 32.89 | \$ 32.89 | \$0.00 | \$3.28 | \$0.00 | \$3.28 |
| 12/2021 | 05/11/2022 | \$71,624.11 | 1,352.50 | \$ 3,118.71 | \$ 3,118.70 | \$0.00 | \$311.87 | \$0.00 | \$311.87 |
| 11/2021 | 02/07/2022 | \$95,603.59 | 1,907.50 | \$ 4,195.55 | \$ 4,195.53 | \$0.00 | \$419.55 | \$0.00 | \$419.55 |
| 10/2021 | 01/18/2022 | \$116,534.86 | 2,351.50 | \$ 5,122.54 | \$ 5,122.54 | \$0.00 | \$512.25 | \$0.00 | \$512.25 |
| 09/2021 | 10/25/2021 | \$176,823.84 | 3,389.50 | \$ 7,715.54 | \$ 7,715.53 | \$0.00 | \$771.55 | \$0.00 | \$771.55 |
| 08/2021 | 10/18/2021 | \$157,752.42 | 3,015.50 | \$ 6,880.69 | \$ 6,880.68 | \$0.00 | \$688.06 | \$0.00 | \$688.06 |
| 07/2021 | 09/20/2021 | \$102,603.48 | 1,986.50 | \$ 4,483.32 | \$ 4,483.31 | \$0.00 | \$448.33 | \$0.00 | \$448.33 |
| 07/2021 | 08/30/2021 | \$59,640.08 | 1,230.50 | \$ 2,630.28 | \$ 2,630.26 | \$0.00 | \$263.02 | \$0.00 | \$263.02 |
| 06/2021 | 08/30/2021 | \$59,640.08 | 1,230.50 | \$ 2,630.28 | | \$0.00 | \$263.02 | \$0.00 | \$263.02 |
| 05/2021 | 07/22/2021 | \$68,253.90 | 1,464.50 | \$ 3,028.20 | \$ 3,028.16 | \$0.00 | \$302.82 | \$0.00 | \$302.82 |
| 04/2021 | 06/18/2021 | \$46,353.60 | 1,026.00 | \$ 2,066.60 | \$ 2,066.58 | \$0.00 | \$206.66 | \$0.00 | \$206.66 |
| 03/2021 | 05/17/2021 | \$11,410.80 | 254.00 | \$ 509.20 | \$ 509.19 | \$0.00 | \$50.92 | \$0.00 | \$50.92 |
| 12/2020 | 02/22/2021 | \$2,908.20 | 65.00 | \$ 129.86 | \$ 129.86 | \$0.00 | \$12.98 | \$0.00 | \$12.98 |
| 11/2020 | 01/28/2021 | \$22,988.10 | 478.50 | \$ 1,015.19 | \$ 1,015.17 | \$0.00 | \$101.51 | \$0.00 | \$101.51 |
| 10/2020 | 12/21/2020 | \$27,128.40 | 588.00 | \$ 1,205.47 | \$ 1,205.48 | \$0.00 | \$120.54 | \$0.00 | \$120.54 |
| 09/2020 | 12/21/2020 | \$16,916.40 | 376.00 | \$ 754.69 | \$ 754.69 | \$0.00 | \$75.46 | \$0.00 | \$75.46 |
| Total Unpaid Penalties | | | | | | | | | \$4,592.02 |

Exhibit A-12b

DIVINE CEMENT INC.
527 VERA CT
JOLIET IL 60436

July 28, 2022
Contractor # 035543

*** Under Article VI, Paragraph 2, the Working Dues Report is due no later than the 10th of the month following the month for which such deductions were made.**

If you fail to remit the amount due, legal action may be initiated to collect this amount, and you will be liable for all attorney fees and court costs incurred to enforce your obligations.

Please send all your remittances to this address:

**ATTN: Work Dues Department
LABORERS' DISTRICT COUNCIL
999 McClintock Drive, Suite 300
Burr Ridge, IL 60527**

If you have any questions, please contact us at (630) 655-8765 (phone), (630) 655-8864 (fax) or by e-mail at workdues@liunachicago.org.

Sincerely,

Work Dues Department
Chicago Laborers' District Council