

LABORERS LOCAL 477 / HIGHWAY DISTRICT 6

Business Manager: Bradley J. Schaive

CHECK ONE: Building Agreement Highway Agreement

Date Signed: _____, 2016

Contractor Name: _____

Please Print Signature Name: _____

Signatory Title (President, Project Manager, Ect.) _____

Contractor Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contractor Phone: _____

Contractor Fax: _____

Contractor Mobile No.: _____

Contractor E-Mail Address: _____

Nature of Work Performed By Contractor: _____

Comments / Notes: _____

(Please Print Legibly or Type all Required Information)

Rehabilitation Plan: Attachment E

AGREEMENT ADOPTING PREFERRED SCHEDULE

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Recitals

WHEREAS, the undersigned Union and Employer Association (or Employer, if applicable) are parties to a collective bargaining agreement that provides for contributions to the Central Laborers' Pension Fund ("Pension Fund"); and

WHEREAS, on November 4, 2013, the Pension Fund's Board of Trustees has adopted an updated Rehabilitation Plan ("Rehabilitation Plan") to improve the Pension Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

WHEREAS, the updated Rehabilitation Plan includes revised Schedules which are effective February 1, 2014; and

WHEREAS, a copy of the updated Rehabilitation Plan has been provided to the Union, the Employer Association, and the Employer; and

WHEREAS, the updated Rehabilitation Plan, in accordance with PPA, requires the bargaining parties (*i.e., the Union and the Employer Association, or Employer, if applicable*) to every collective bargaining agreement providing for contributions to the Pension Fund to adopt one of the Schedules included in the updated Rehabilitation Plan; and


WHEREAS, the Union and the Employer Association (or Employer, if applicable) have agreed to adopt the **Preferred Schedule** of the updated Rehabilitation Plan and hereby seek to memorialize that agreement;

NOW THEREFORE, the Union and the Employer Association (or Employer, if applicable) hereby agree as follows:

1. The recitals stated above are incorporated by reference and are deemed to be a part of this Addendum.

2. The current contribution rate to the Pension Fund shall be increased by ten percent (10%) effective on the anniversary date of the collective bargaining agreement immediately following the adoption of this Schedule. In the event that the 2014 anniversary date of the collective bargaining agreement predates the adoption of this Schedule for calendar year 2014, then the 10% increase must be effective on or before February 1, 2014. For all years after 2014, the contribution rate shall be increased on each subsequent anniversary date according to the schedule delineated in the **Preferred Schedule** (Attachment A to the Rehabilitation Plan).

3. The benefit changes, *i.e., the reduction of certain adjustable benefits*, described in the **Preferred Schedule** (Attachment A to the Rehabilitation Plan) are incorporated herein as if fully set forth in this Addendum. The benefit changes are effective on the date specified in the Rehabilitation Plan and the **Preferred Schedule**.


Laborers' International Union of North America
Local Union No. 477

BRAD J. SCHAIVE
 BUSINESS MANAGER
 KIRK J. KELLUS
 SECRETARY - TREASURER

1615 N. DIRKSEN PARKWAY
 SPRINGFIELD, ILLINOIS 62702

PHONE: (217) 522-0014
 (217) 522-4611
 FAX: (217) 522-0090

NEW CHANGES, EFFECTIVE 05/01/2016

BUILDING AGREEMENT ADDENDUM
LOCAL 477 COUNTIES
MAY 1, 2016 THRU APRIL 30, 2017

	<u>SANGAMON & MENARD</u>	<u>CASS, MORGAN & SCOTT</u>	<u>LOGAN</u>	<u>CHRISTIAN</u>
WAGE	\$28.62	\$26.46	\$28.64	\$27.97
WELFARE	\$6.30	\$6.30	\$6.30	\$6.30
PENSION	\$11.75	\$11.75	\$11.75	\$11.75
TRAINING	\$0.80	\$0.80	\$0.80	\$0.80
LECET	\$0.26	\$0.26	\$0.26	\$0.26
MRFFC	\$0.10	\$0.10	\$0.10	\$0.10
ANNUITY	\$2.90	\$2.90	\$2.90	\$2.90
IAF	\$0.15	\$0.15	\$0.15	\$0.15
TOTAL PACKAGE	\$50.88	\$48.72	\$50.90	\$50.23

EMPLOYEE DEDUCTIONS ALL COUNTIES

WORKING DUES: 3½ % OF GROSS WAGE

S&CILDC DUES: \$1.05 PER HOUR WORKED

VACATION FUND: \$3.00 PER HOUR WORKED (Payable to Central Laborers Fringe Funds)

ALL PAYMENTS SENT TO CENTRAL LABORERS Jacksonville IL.

ALL COUNTIES

- Mason Tender – add \$1.00 per hour to Wage
- Asbestos, Lead, or Hazardous Materials – add \$2.50 per hour to Wage
- Foreman - \$1.25 per hour above the highest paid Laborer under his supervision
- General Foreman - \$2.00 per hour above the Foreman

By signing this Memorandum of Agreement which has been negotiated by and between the Central Illinois Builders of AGC and The Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council, Laborers' Local 159 (Decatur), Laborers' Local 477 (Springfield) and Laborers' Local 703 (Urbana), the undersigned Employer agrees to abide by all the Articles, stipulations and fringe benefits contained herein throughout the Counties covered by Laborers' Local 159, Laborers' Local 477 and Laborers' Local 703.

FOR THE COMPANY:

Company Name: _____

Company Address: _____
Street Address and/or PO Box

City _____ State _____ Zip Code _____

Fax Number: _____

Telephone Number: _____

Email Address: _____

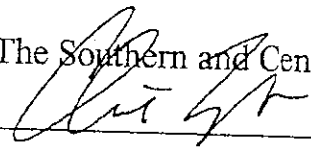
Signed By: _____

Date: _____

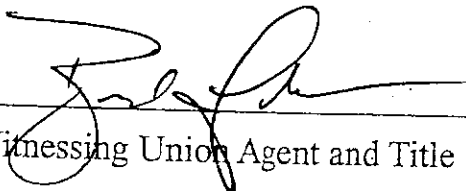
Printed Name and Title: _____

FOR THE UNION:

The Southern and Central Illinois Laborers' District Council:



Clint B. Taylor, Business Manager



Witnessing Union Agent and Title

Date: _____

Title: _____

4. This Addendum shall be considered part of the collective bargaining agreement between the Union and the Employer Association (or Employer, if applicable).

5. The provisions of this Addendum shall supersede any inconsistent provision of the collective bargaining agreement. The terms of the Rehabilitation Plan and the **Preferred Schedule** of the Rehabilitation Plan shall supersede any inconsistent provisions of this collective bargaining agreement, the original Rehabilitation Plan (adopted January 16, 2012) and the schedules of the original Rehabilitation Plan.

6. The Rehabilitation Plan and the **Preferred Schedule** are deemed to be part of this Addendum and are incorporated hereby as if fully set forth herein.

7. As set forth in the Rehabilitation Plan and as contemplated and allowed by the provisions of the PPA, the Pension Fund's Board of Trustees has the discretionary authority to amend the Rehabilitation Plan, including its Schedules, and amend the Pension Fund's plan of benefits set forth in the Pension Fund's governing documents.

8. This Addendum shall be effective this 1st day of February, 2014.

IF THIS ADDENDUM IS RECEIVED BY THE PENSION FUND AFTER FEBRUARY 1, 2014, THEN AFFECTED EMPLOYEE'S PENSION BENEFITS WILL BE SUBJECT TO RETROACTIVE ADJUSTMENTS IN ACCORDANCE WITH THE REHABILITATION PLAN'S RULES GOVERNING DELAYED IMPLEMENTATION OF UPDATED SCHEDULES.

To acknowledge their agreement and acceptance of the **Preferred Schedule** of the Central Laborers' Pension Fund's Rehabilitation Plan through the adoption of this Addendum, the Union and the Employer Association (or Employer, if applicable) have caused their authorized representatives to place their signatures below:

FOR THE EMPLOYER ASSOCIATION (OR EMPLOYER, IF APPLICABLE)

Signature: _____

Name of Employer: _____

Position: _____ Date: _____

FOR THE UNION

Signature: Kirk Kellus _____

Name: Kirk Kellus _____

Position: Secretary-Treasurer Date: _____

CENTRAL LABORERS' PENSION, WELFARE & ANNUITY FUNDS

CONSTRUCTION INDUSTRY PARTICIPATION AGREEMENT

1. **Detailed Written Agreement.** This Participation Agreement (hereinafter "Agreement") is entered into between the undersigned employer (hereinafter "Employer") and the Central Laborers' Pension, Welfare and Annuity Funds and such other employee benefit funds, labor-management funds, labor organizations or other funds referenced herein or in the applicable collective bargaining agreements for which the Central Laborers' Pension, Welfare and Annuity Funds act as the collection agent (hereinafter collectively "Funds"). The Employer hereby agrees that this document represents the detailed written agreement required by the Labor Management Relations Act (29 U.S.C. Section 186 (c)) to permit the Funds to receive contributions from the Employer.
2. **Trust Agreements.** The Employer hereby agrees to be bound by each of the Funds' Agreement and Declaration of Trust, as amended, or such other governing document establishing the Funds, as amended (hereinafter "Trust Agreements"), as though the Employer had actually signed the same.
3. **Collective Bargaining Agreements.** The Employer hereby agrees and acknowledges that it is a party to and is bound by the written "area-wide" collective bargaining agreement(s) (hereinafter "CBA" or "CBAs") that are covered by the scope of this Agreement as described in Section 4(a) through (c) of this Agreement. The Employer agrees and acknowledges that it shall remit contributions to the Funds for each hour worked by the employees of the Employer who are performing work covered by and within the scope and geographic area of each CBA for the duration of each such CBA. The Employer further agrees that it is bound by any amendments, renewals or extensions of such CBAs that are agreed to by the Employer Associations, if applicable, and Local Union or District Council signatory thereto or which otherwise become effective. Each CBA covered by the scope of this Agreement as described in Section 4(a) through (c) of this Agreement is incorporated herein as if fully set forth herein.
4. **Scope of Participation Agreement.** Unless otherwise specifically agreed to, in writing, by the Funds, this Agreement obligates the Employer to:
 - (a). Remit contributions to the Funds for each hour worked by the employees of the Employer who are performing work covered by and within the scope and geographic area of a CBA which the Employer has executed and which requires the Employer's participation in the Funds;
 - (b). Remit contributions to the Funds for each hour worked by the employees of the Employer who are performing work covered by and within the scope and geographic area of a CBA which the Employer has not executed but under which the Employer is (or, if applicable, has been) remitting contributions to the Funds; and
 - (c). Remit contributions to the Funds for each hour worked by the employees of the Employer who are performing work covered by and within the scope and geographic area of the applicable CBA which is in effect in the jurisdiction of the Local Union that has executed this Agreement and which requires the Employer's participation in the Funds;
5. **Contributions.** The Employer agrees to make contributions or other payments to the Funds on behalf of all employees, as defined in the Trust Agreements and applicable CBA's, who are performing work covered by and within the scope and geographic area of the applicable CBA's for the duration of the CBA's, and any amendments, renewals or extensions thereof.

For the purposes of this Agreement, the phrase "each hour worked" shall mean each hour worked for which the Employee receives pay, and other hours for which pay is received by the Employee in accordance with this and/or any applicable agreements, shall be counted as hours for which contributions are payable.

6. **Contribution Rates.** Unless the Employer provides the Funds with a separate written agreement or addendum specifying the applicable contribution rates signed by the Employer and the applicable Local Union or District Council and which is specifically approved by the Funds, the Employer hereby agrees to pay contributions to the Funds in the amounts set forth in the applicable CBA or wage addendum to the applicable CBA that is in effect and which applies to the time period for which the hours were worked by the Employer's employees. It is expressly understood and agreed that the contribution rates may change or vary with the geographical location of the Employer's jobs or that the rates may increase and/or decrease from time to time pursuant to the Trust Agreements or applicable CBAs.
7. **Rehabilitation Plan.** Unless the applicable Local Union and/or District Council and the Employer execute a separate schedule to the Pension Fund's Rehabilitation Plan (and provide the same to the Pension Fund), the Employer hereby agrees that it is a signatory to the applicable schedule to the Pension Fund's Rehabilitation Plan that was adopted by the Local Union and/or District Council and Employer Association who are the negotiating parties to the applicable CBA to which the Employer is a signatory and which CBA governs the type of work performed by the employees of the Employer for which the Employer is remitting contributions to the Funds; provided however, the Employer must have remitted the contribution rates that are linked to and which correlate to such schedule (e.g., payment of the "Preferred Schedule" rates results in the Employer adopting the "Preferred Schedule"). The Employer agrees to be bound by such schedule for the duration of the applicable CBA. Unless the Employer and applicable Local Union and District Council otherwise agree (and provide written notice of the same to the Pension Fund), the Employer also agrees and acknowledges that the Employer shall be subject to the applicable schedule to the Pension Fund's Rehabilitation Plan that is linked to and which correlates with the contribution rates paid by the Employer for all hours for which the Pension Fund has not received a separate signed schedule to the Rehabilitation Plan on file from the Employer.
8. **Reporting Obligations.** The Employer agrees to make and report the required contributions monthly and in such manner as required by the Funds for all employees as defined in the Trust Agreements and applicable CBA's. As specified in the Trust Agreements, the Funds shall have the authority to have their designee review and examine all payroll and all wage, job, bonds and other relevant records of the Employer upon reasonable notice for the purpose of determining the accuracy of the Employer's contributions to the Funds.
9. **Compliance with Agreement.** If an Employer fails to pay contributions as required by the Trust Agreements and this Agreement, the Funds shall have the right to take necessary steps to secure compliance with this Agreement and the Trust Agreements, any other provision hereof to

the contrary notwithstanding, and the Employer shall be liable for all reasonable costs of collection of the payments due together with reasonable attorney's fees and such other reasonable costs and charges as may be assessed by the Funds pursuant to the Trust Agreements and the applicable policies adopted by the Funds, including the cost of any and all payroll examinations. In addition, the Employer agrees that all remittances not received by the 15th day of the month next following the month for which the contributions and other payments are due are subject to assessment of liquidated damages in the amount of 10% of the contributions and other payments or \$25.00 minimum per remittance, to defray the increased administrative costs resulting from late payments.

10. **Designated Trustees.** The Employer hereby irrevocably designates as its representatives on the Board of Trustees of the Funds such Trustees as are now serving, or their successors who will serve in the future, as Employer Trustees together with their successors. The Employer further agrees to be bound by all actions taken by the governing bodies of the Funds pursuant to the Trust Agreements as heretofore and/or hereafter amended.
11. **Tax Status.** It is agreed that the Funds which accept contributions that are a deduction for income tax purposes shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions as a deduction for income tax purposes.
12. **Copies of CBA's.** The Employer and/or Local Union/District Council agrees that it shall, upon request of the Funds, provide a signed copy of all CBA's to the Funds to which the Employer is a signatory.
13. **Effective Date.** Unless otherwise specifically agreed to by the Employer and Funds, this Agreement shall remain in effect until terminated. This Agreement shall be terminated in the same manner and subject to the same requirements as each CBA incorporated herein; however, in order for termination of this Agreement to coincide with termination of any CBA incorporated herein, the Employer must timely provide a separate written notice of termination to the Funds that satisfies the requirements of the applicable CBA. This Agreement will be deemed terminated, *in toto*, when a timely required notice has been provided by the Employer with respect to each CBA incorporated herein and the term of each CBA incorporated herein has expired without the CBA being renewed or otherwise extended.
14. **Necessary Authority.** The Employer and the Employer's agent signing on behalf of the Employer represent and warrant that: (a) the Employer's agent identified below has full power and authority to execute and deliver this Agreement; (b) this Agreement has been duly authorized, executed and delivered on behalf of the Employer; and (c) this Agreement constitutes a legal, valid and binding obligation of the parties hereto which is enforceable against the parties in accordance with its terms.

NO ALTERATIONS OR ADDITIONS TO THIS PARTICIPATION AGREEMENT SHALL BE EFFECTIVE UNLESS APPROVED IN WRITING BY THE TRUSTEES OF THE FUND. TO THE EXTENT THERE EXISTS ANY CONFLICT BETWEEN PROVISIONS OF THIS PARTICIPATION AGREEMENT AND ANY PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT, THE PARTICIPATION AGREEMENT SHALL CONTROL.

EMPLOYER

Name of Business

Address

City/State/Zip Code

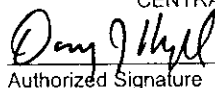
Telephone

Authorized Signature

Title

Date

CENTRAL LABORERS' FUNDS


Authorized Signature

Executive Director

Title

LOCAL UNION

Territory in which Agreement signed: Local _____

Authorized Signature

Title

Date



INSTRUCTIONS FOR COMPLETION OF REPORT FORM

DEMOGRAPHICS:

- 1) If this is your initial Report Form for a particular Local, please enter the Local Union number where the work was performed, and the month and year of the report. The Fund Office will assign/enter the employer number, contract number and reference number. The due date is the 15th of the month following the month in which the work was performed (report month).
- 2) Please enter your business phone number, the geographic location of the work (city, county, project name), and the type of agreement (BLDG, H&H, etc.). If no laborers and/or other reportable employees were employed during the report period, please check the box 'No Laborers Working This Month'. If you are finished working in this particular Local, please check the box marked 'Final Report', and the Fund Office will stop sending you reports for this local. It is your responsibility to notify the Fund Office for each local in which you are working. CLPF jurisdiction includes all counties in Illinois except Boone, Cook, DuPage, Grundy, Kane, Kendall, Lake, McHenry and Will, and excludes the jurisdictions of Laborers' Locals 231, 100 and 397 which have their own plans, but includes Scott, IA.
- 3) If this is your initial report, please enter the social security numbers and names of the employees for whom you are reporting contributions. For new employees, please provide the name, mailing address and date of birth. Subsequent report forms will be preprinted with the names of the employees you previously reported. It is your responsibility to indicate any corrections and/or additions thereto.
- 4) With regard to COBRA compliance: In the event that any of the employees listed were laid off during the reporting period, please enter the layoff date to the right of the employee's name.

EMPLOYEE SSN	EXAMPLE	NAME OF EMPLOYEE
111-11-1111		John Doe (Layoff Date 8/20/04)

CALCULATION OF HOURS:

- 5) Please enter the total hours subject to the payment of contributions, including straight and overtime hours, in the column headed "Total Hours for Month". If this Report Form includes Welfare Premium and / or Annuity Premium contribution rates (see Rate Box) and your employees have worked overtime hours, you should enter the premium portion of the overtime hours in the column headed "Overtime Premium Hours". For each overtime hour to be reported at time and one half, the overtime premium portion is one half hour. For each overtime hour to be reported at double time, the overtime premium portion is one hour. Please refer to the following example for purposes of calculating the "Total Hours for Month" and "Overtime Premium Hours".

TOTAL HOURS FOR MONTH	EXAMPLE	OVERTIME PREMIUM HOURS
8 @ Straight Time	=	0 Overtime Premium Hours
1 @ Time and One Half	=	½ Overtime Premium Hours
1 @ Double Time	=	1 Overtime Premium Hours
10		1 ½

Using this example, the Report Form would be completed as follows:

TOTAL HOURS FOR MONTH	OVERTIME PREMIUM HOURS
10	1 1/2

If the applicable Collective Bargaining Agreement / Union Contract does not require premium rates for overtime hours, or if the employees did not work any overtime hours, do not enter any information in the column headed "Overtime Premium Hours".

Please refer to your Collective Bargaining Agreement, Union Contract, or contact the Fund Office if you have any questions regarding the reporting of overtime hours / contributions.

- 6) Please enter the "Gross Pay" and "Work Dues Withheld" for the reporting period in the appropriate column.

CALCULATION / PAYMENT OF CONTRIBUTIONS:

- 7) Please calculate the column totals and transfer the same to the appropriate section of the Rate Column, which is located in the lower left corner of the Report Form.
- 8) Please sign and date the Report Form in the designated area.

SPECIAL NOTES:

- 1) All contributions are due by the 15th of the month following in which the work was performed. All late reports will be subject to the assessment of Liquidated Damages.
- 2) The Fund Office may not accept contributions from and on behalf of anyone who is a "contributing employer". Accordingly, an individual cannot report contributions on behalf of himself / herself if said individual is an owner of a sole proprietorship and / or a partner in a partnership. An officer and / or stockholder (having direct or indirect controlling interest) of a corporation may be eligible to participate as a non-bargained employee. Such participation on behalf of a non-bargained employee must be pursuant to a separate participation agreement with the Funds and you may contact the Fund Office to obtain the applicable information.
- 3) As per the Fund Office Refund Policy, certain overpaid contributions are refundable to the employer. Notify the Fund Office in writing as to any / all overpaid contributions. Be sure to enclose documentation supporting your position. You will be notified as to whether your request has been approved / denied and the manner by which payment will be made. Do not use overpaid contributions as a credit to your future Report Forms without prior Fund Office authorization to do so.
- 4) Thank you for your cooperation!