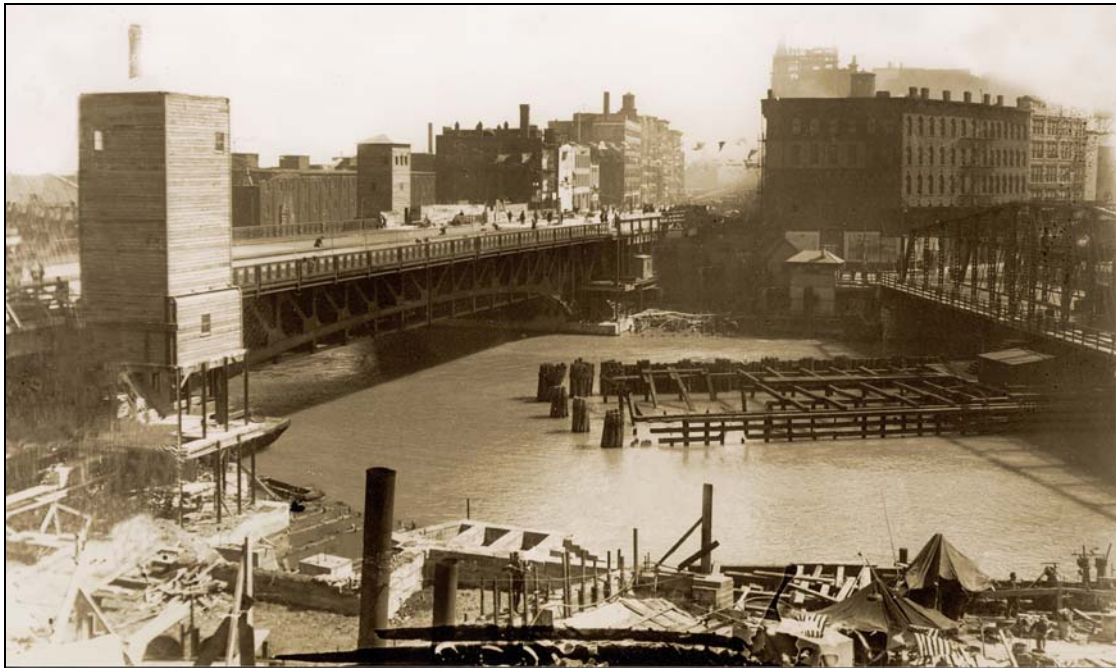




FOX VALLEY & VICINITY LABORERS

HEALTH AND WELFARE AND PENSION FUNDS

EMPLOYER HANDBOOK



LiUNA! LOCAL 582



LiUNA! LOCAL 1035

FOX VALLEY LABORERS HEALTH AND WELFARE FUND

FOX VALLEY AND VICINITY LABORERS PENSION FUND

The Funds are administered by:

FOX VALLEY LABORERS FUND OFFICE

2371 Bowes Road, Suite 500

Elgin, Illinois 60123-5523

(847) 742-0900

(866) 828-0900 Toll free

(847) 742-3440 Fax

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DISCLAIMER

This book is not a contract. It is not intended to give legal advice regarding your obligations under the Trust Agreements, other Plan Documents, Collective Bargaining Agreements or regarding any other matters. You should consult with your attorney if you wish to receive legal advice concerning these matters.

INTRODUCTION

The Boards of Trustees of the Fox Valley Laborers Fringe Benefit Funds are pleased to provide you with this Employer Handbook. This handbook is intended to provide a summary of some of the rules and regulations of the Funds. Every effort has been made to ensure the accuracy of the information contained herein. However, if statements in this book differ from the language in the applicable Fund documents, the terms and conditions of the Fund documents will prevail.



WILL THE FUNDS ACCEPT YOUR CONTRIBUTIONS?

In compliance with federal law, the Funds monitor the incoming contributions to make sure that every contributing employer has a written agreement detailing the basis on which contributions are to be made. Contributions received without a Collective Bargaining Agreement will be held on account and no hours will be credited to your employees until you provide the Fund Office with a copy of the executed agreement.

HOW DO YOU MAKE THE REQUIRED CONTRIBUTIONS TO THE FUNDS?

Employers are required to file a Monthly Report of Payments. If you did not employ covered employees during any given month, it is still necessary for an employer to submit a Monthly Report of Payments indicating there were no covered employees during the month by checking the “No work this month” box on the upper right hand side of the form.

If you fail to file a Monthly Report of Payments every month or fail to pay contributions which are due, you will be designated as “delinquent” and included on the Delinquent Employers List. This list is prepared on a monthly basis and provided to the Fox Valley Boards of Trustees, all active Fox Valley employers and is posted on the Fox Valley website.

Contributions are due no later than the fifteenth (15th) day of each month following the month in which the work was performed. The original Monthly Report of Payments form, along with payment, should be mailed to Fox Valley Laborers Fringe Benefit Funds, 75 Remittance Drive, #1504, Chicago, Illinois, 60675-1504 or you may file the Monthly Report of Payments electronically through the Fox Valley website.

Included in this handbook is the current Labor Bulletin listing wage rates (Appendix B) for the current contract year. A blank sample Monthly Report of Payments form (Appendix C) is mailed to your office regardless of whether you file electronically or not. Information for on-line remittance payments is located in Appendix D.

If you need assistance in completing the paper Monthly Report of Payments form you receive, you can contact either the Fund Office or your Union Local. The address and telephone number for the Fox Valley LiUNA Union Local Offices (Appendix A) has been provided along with a map of the respective counties and jurisdictions.

ON-LINE REMITTANCE PROCESSING

An employer may remit their Monthly Report of Payments on-line through the use of the Fox Valley ISSi-Remit program through the Fox Valley website. ISSi-Remit accurately captures, manages and transfers remittance data electronically, allowing Employers to submit reports and make payments on-line to the Fund Office. This secure, easy-to-use module eliminates duplicate entry of remittance data and saves time and money for both the Fund Office and the Employers. Please refer to Appendix D in this handbook for more detailed information.



FOR WHICH EMPLOYEES MUST CONTRIBUTIONS BE MADE?

Contributions must be paid on behalf of each employee performing covered work as defined in the applicable Collective Bargaining Agreement regardless of union affiliation. There is no probationary period.

Contributions must be remitted based on the number of hours an employee worked. The current contribution rates are set forth in the applicable Collective Bargaining Agreement; and, are also reflected on the report form you receive each month. Contribution rates are subject to change on June 1st of each year and are provided in the Labor Bulletin (refer to Appendix B) for the current year.

It is the responsibility of each employer to maintain accurate payroll records on behalf of all employees performing covered work. This responsibility is mandated by federal law.

40 Hour per Week Rule: The Trustees have established specific requirements for contributions to be remitted at the rate of 40 hours per week for the following employees who are participating in the Funds:

- all employees for whom there are no time sheets to support the hours worked; and
- salaried employees; and,
- owners, shareholders and/or corporate officers; and,
- spouses of owners, shareholders, corporate officers; and
- all employees or an employee's spouse who has any company ownership.

Corporate Officers/Shareholders: The Trustees have also established a Participation Agreement for Corporate Officers and/or Shareholders who perform bargaining unit work to some extent and choose to participate in the Health, Welfare and Pension Funds. This Agreement permits these individuals to participate in the Fox Valley Laborers Health and Welfare Fund and the Fox Valley and Vicinity Laborers Pension Fund. If you are a Corporate Officer and/or Shareholder participating in the Funds and have not completed a Participation Agreement (Appendix E), you must do so immediately and return it to the Fund Office.

The Trustees have established specific requirements for Corporate Officers, their spouses and any other immediate family members who are employed by the employer and participate in the Health and Welfare and Pension Funds.

- Fringe Benefit contributions on behalf of Corporate Officers/Shareholders are required to be remitted at the rate of 40 hours per week.

- Fringe Benefit contributions on behalf of spouses are required to be remitted at the rate of 40 hours per week.
- Fringe Benefit contributions on behalf of any other immediate family members who are paid hourly are required to be remitted on the basis of hours worked; and, the employer must maintain time sheets to support the hours remitted.
- Fringe Benefit contributions on behalf of any other immediate family members who are paid a salary are required at the rate of 40 hours per week.
- Fringe Benefit contributions on behalf of any other immediate family members who have an ownership interest in the company are required at the rate of 40 hours per week.

Sole Proprietors: According to the Trust Agreements of the Funds, contributions cannot be accepted on behalf of sole-proprietors and partnerships. If you are a sole proprietor or partnership and currently participating in the Funds, please immediately contact the Fund Office to discuss rectifying these matters.

- Fringe Benefit contributions on behalf of owners/sole proprietors cannot be accepted.
- Fringe Benefit contributions on behalf of spouses of owners/sole proprietors cannot be accepted.
- Fringe Benefit contributions on behalf of any other immediate family members who are paid hourly are required to be remitted on the basis of hours worked; and, the employer must maintain time sheets to support the hours remitted.
- Fringe Benefit contributions on behalf of any other immediate family members who are paid a salary are required at the rate of 40 hours per week.
- Fringe Benefit contributions on behalf of any other immediate family members who have an ownership interest in the company are required at the rate of 40 hours per week.



WHEN ARE CONTRIBUTIONS DUE?

Contributions are due no later than the fifteenth (15th) day of the month following the month in which the work was performed. If contributions are not received by the depository bank timely, you will be subject to a late payment assessment (liquidated damages) and interest as described below. Late payments may also adversely affect your employees' eligibility for health care benefits.

WHAT HAPPENS WHEN PAYMENTS ARE LATE?

If your contributions are not received by the designated due date, liquidated damages will be charged. The schedule of assessments is determined by the Boards of Trustees. Effective January 1, 2005 liquidated damages are assessed at the rate of 10% on late contributions plus interest of 2% compounded monthly on the unpaid balance. Effective immediately liquidated damages of 20% will be assessed on all cases where litigation becomes necessary.

Liquidated damages and interest are billed monthly on a separate invoice to the employer. You have the right to appeal any liquidated damages assessed against you by writing to the Boards of Trustees, Fox Valley Laborers Fringe Benefit Funds, explaining the exceptional circumstances which you feel would justify a waiver of the liquidated damages.



SURETY BOND INFORMATION

Pursuant to the Collective Bargaining Agreement, each employer is required to provide the Funds' Trustees and/or the Union with an original surety bond, reflecting the company name exactly as it appears on the Collective Bargaining Agreement, to guarantee the payment of wages and fringe benefit contributions. Following is the surety bond policy as established by the Trustees and revised as of January 1, 2019.

1. The principal sum of all bonds shall not be less than \$5,000 (or as required by the applicable Collective Bargaining Agreement) and shall be in the form required by the Union and/or Trustees and shall guarantee payment of wages, Pension and Welfare Fund contributions and all industry fund contributions during the term of the Labor Agreement.
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 between twenty-one (21) and 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; or, as required by the applicable Collective Bargaining Agreement.
3. The amount of the bond will double if the non-Honor Roll Employer fails to provide the required bond by surety or cash bond within 120 days of notice of this Revised Surety Bond Policy or if an Employer that loses Honor Roll Employer status fails to obtain a bond within 120 days. In addition, if the Funds are required to file suit against an Employer for any reason to enforce compliance with the Agreement or the Funds' respective Agreements and Declarations of Trust including, but not limited to, to compel an Employer to submit to an audit, the Employer will lose Honor Roll Status and be required to obtain a bond in double the amount.
4. The Trustees in their sole discretion may require an Employer to provide a bond of up to three times the monthly contribution of the average of the three highest months' contribution during the prior 12 month period for any Employer who is chronically delinquent. A chronically delinquent Employer is any Employer who has remitted any two work reports and/or payments more than 45 days from the date it was due or who has been more than 15 days delinquent in remitting reports and/or payments for any three or more work months during any prior 12 month period.

5. Honor Roll Employers will have zero bond requirement. An Honor Roll Employer is an employer whose audit results indicate they owe less than 2% of the contributions that were submitted during the period of the audit or if the audit is a no findings with no amounts due or have not had more than two (2) late payments in the last Plan Year.
6. An Honor Roll Employer will lose their honor roll status and be required to obtain a surety bond as required by the applicable Collective Bargaining Agreement if:
 - (a) audit findings reflect a contribution delinquency of an amount greater than \$1,000; or, greater than 2% of contributions remitted during the audit period; or,
 - (b) has more than two (2) late payments in any Plan Year.
7. New employers are not eligible for Honor Roll Status until two payroll compliance audits have been completed.
8. An Employer must provide evidence of a current bond within 60 days of any of the following: (a) notice of the Surety Bond Policy revised January 1, 2019, (b) the effective date of their first collective bargaining agreement (unless the agreement requires an earlier date), (c) loss of Honor Roll status, or (d) imposition of an increased bond as defined in Article XV, Sections 3 and 4.

The Fund Office will send a demand letter to Employers who fail to provide an original surety bond in the amount and form required from an acceptable surety and will instruct the Employer to provide the bond within 30 days of the date of the letter.

If the Employer fails to comply with the original bond requirement within 30 days of the notice, the Fund Office is authorized to refer the case to collection counsel, who shall pursue the bond as required by the Collective Bargaining Agreement and this policy.

If the Employer fails to provide the required original bond, Collection Counsel is authorized to pursue the bond through a lawsuit against the Employer.

Any Employer who fails to provide the required original bond and whose account is referred to Collection Counsel shall be required to pay the Funds' attorneys' fees and costs associated with pursuit of the bond.

The Trustees in their sole discretion, may accept a cash bond and written cash bond agreement in lieu of a bond issued by a surety company, and the Administrator is authorized to accept the cash bond if there is written agreement and to put such sums in an account created for such cash bonds.

The Trustees have the discretion to waive the requirement of a cash deposit or a surety bond in lieu of a personal guaranty, to require a bond amount and a personal guaranty, or to require any other protections they deem necessary to safeguard current and future Funds' assets.

Please contact the Fund Office if you have questions regarding Surety Bonds.

Please refer to Appendices G and H for Bond Forms.



LECET REIMBURSEMENT

In order to assist newly organized contractors in their efforts to comply with the terms and conditions of the Laborers' Area-Wide Collective Bargaining Agreement, the LECET Board of Trustees has adopted a Bond Reimbursement Program.

LECET is authorized to reimburse a newly organized contractor for the cost of obtaining the contractually required bond for wages and fringe benefits. LECET is offering to reimburse the bond premium for the first year of coverage paid by your company up to \$1,000 based on rates of \$20.00 for every \$1,000 of bonding coverage, not to exceed a total bond capacity of \$50,000 (or \$1,000 in premium).

In order to obtain the reimbursement, please provide LECET with a copy of the required wage and fringe benefit bond as well as a copy of the canceled check. For information on the LECET Master Bond Program, please contact LECET at (630) 655-8935.



WHY DO THE FUNDS REQUIRE AUDITS OF PAYROLL RECORDS?

The Boards of Trustees of the Fox Valley Laborers Welfare and Pension Funds are required by law to verify the accuracy of employer contributions received by the Fund Office. This requirement is accomplished by the audit of employers, as authorized by the Trust Agreements to which an employer is bound.

The Fox Valley Funds audit program is designed to:

- Establish a systematic method to collect contributions
- Put the employers on notice that the Funds are monitoring contributions
- Credit employees with all benefits earned

When your company is selected for an audit, you will receive written notification from the Fund Office. Subsequently, you will be contacted by the auditing firm to schedule a time to conduct the audit.

Records Required for An Audit:

In order to properly conduct the audit, the following documents will need to be provided to the auditors for review:

1. Quarterly and annual payroll tax return, including but not limited to, federal quarterly forms 941, federal annual forms W-2, W-3, 940, 1099 and state quarterly unemployment returns (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.

Records Required for An Audit (continued):

4. Cash disbursement journals and general ledgers.
5. Copies of all contributing 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, including copies of any federal Form 1099 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.
11. Employee personnel files including, but not limited to, last known address 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 and all accounts used in conjunction with the employer's business.
13. Collective Bargaining Agreement.
14. Surety Bonds.
15. Workers Compensation Insurance policy.
16. Employer Federal Tax Return.

WHAT HAPPENS WITH THE AUDIT RESULTS?

1. If delinquencies between the amount reported and paid and the amount due and owing to the Funds are disclosed during the course of the audit, an employer may be subject to liquidated damages and interest. The amounts due for the liquidated damages are 10% of the delinquent contributions due, plus interest of 2% compounded monthly.
2. Federal law provides that an employer may be assessed the cost of the payroll compliance audit plus all attorney fees and costs incurred by the Funds in the collection of delinquent contributions.



HOW CAN I AVOID CERTAIN COSTLY MISTAKES?

- Don't pay "fringe benefit contributions" on an employee's paycheck. An employer remains obligated to contribute to the Funds and will end up paying twice.
- Make sure that reported remittance contributions are made precisely as required by the Collective Bargaining Agreement in effect in the geographic location in which employees perform work. If you fail to remit contributions to the appropriate fund, you run the risk that you will be required to pay twice.
- Be aware that calling an employee a subcontractor does not relieve you of your obligation to remit fringe benefit contributions to the Funds on his/her behalf.
- Don't provide alternative benefits for employees covered by the Collective Bargaining Agreement. That will not relieve you of the obligation to contribute to the Funds and you will end up paying more than you need to.
- Please contact the Fund Office for assistance with any questions.



DOCUMENTS AVAILABLE FOR REVIEW:

Fox Valley Laborers Health and Welfare Fund Summary Plan Description

Fox Valley and Vicinity Laborers Pension Fund Summary Plan Description

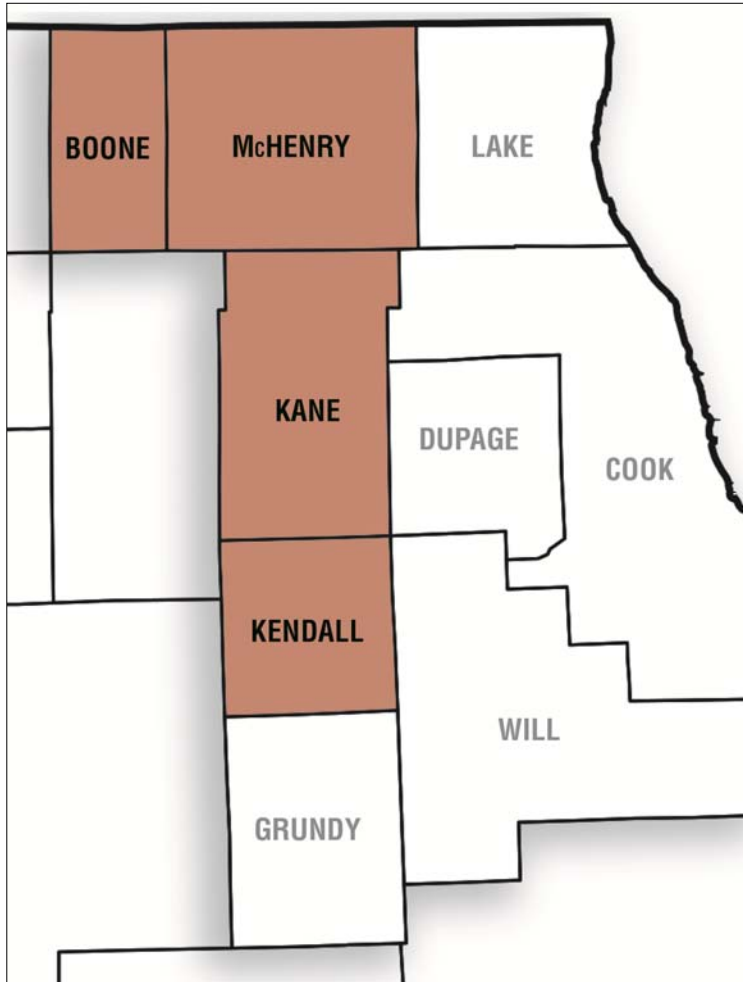
A Summary Plan Description is a description of a plan's benefits in terms understandable to the average person. ERISA requires most plans to prepare and distribute a Summary Plan Description booklet. These documents are available by request at the Fund Office or on the Fox Valley web site at www.fvlab.com.



FOX VALLEY & VICINITY LABORERS

BOONE KANE KENDALL McHENRY

LiUNA LOCAL INFORMATION



LiUNA! LOCAL 582

2400 Big Timber Road, Suite 112A

Elgin, IL 60123

Phone: (847) 741-7430

Fax: (847) 741-1622

Website: www.local582.us

Serving Kane and Kendall Counties

LiUNA! LOCAL 1035

3819 N. Route 23, Suite A

Marengo, IL 60152

Phone: (815) 568-6190

Fax: (815) 568-0942

Website: www.local1035.org

Serving Boone and McHenry Counties

Chicago
Laborers'
District
Council

LiUNA!

*Serving the Northern Illinois Counties of
Boone, Cook, DuPage, Grundy, Kane,
Kendall, Lake, McHenry and Will*



Laborers International Union of North America Local 582 and Local 1035

Territorial Jurisdiction: Boone, McHenry, Kane and Kendall Counties of Northern Illinois

LABOR BULLETIN

Contract Effective Date: June 1, 2021

Contract Expiration Date: May 31, 2026

Under the terms of the Collective Bargaining Agreement with the Construction and General Laborers' District Council of Chicago and Vicinity, the 5-year agreement negotiated between various area Associations, their Collective Bargaining Representatives and Laborers' International Union of North America, Locals 582 and 1035, provide for a total economic increase as follows:

- 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

The June 1, 2022 increase provides that \$2.50 per hour be allocated as follows:

- Wages increase \$1.50 per hour to \$47.40 per hour
- Welfare increases \$0.75 per hour to \$15.11 per hour
- Pension increases \$0.25 per hour to \$17.15 per hour

<u>June 1, 2022 - May 31, 2023</u>	<u>Building Agreement</u>	<u>Heavy & Highway Agreement</u>
Base Wage* <i>(see following wage sheet)</i>	\$ 47.40	\$ 47.40
Welfare	\$ 15.11	\$ 15.11
Pension	\$ 17.15	\$ 17.15
Training	\$ 0.90	\$ 0.90
Industry Advancement Fund	\$ 0.08	\$ 0.08
Safety	\$ 0.01	\$ 0.01
LDCLMCC	\$ 0.17	\$ 0.17
LECET	\$ 0.07	\$ 0.07
CISCO	<u>\$ 0.01</u>	<u>\$ 0.01</u>
	<u>\$ 80.90</u>	<u>\$ 80.90</u>
Work Dues Deduction (% of gross wages)	3.75%	3.75%
Plus, Work Dues Deduction (for work in Boone County)	\$ 0.06	\$ 0.06

* Foreman: Varies by contract

**Laborers International Union of North America
Local 582 and Local 1035**

Territorial Jurisdiction: Boone, McHenry, Kane and Kendall Counties of Northern Illinois

LABOR BULLETIN *(continued)*


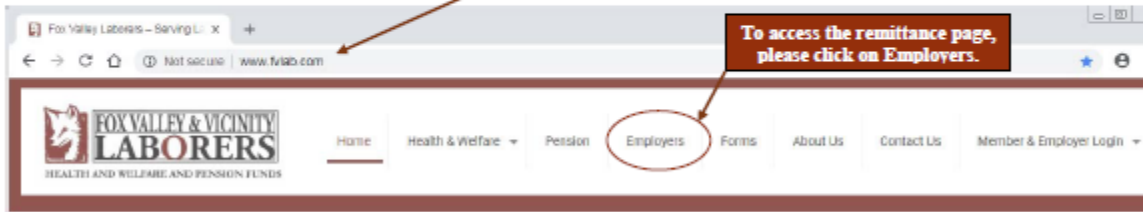
Contract Effective Date: June 1, 2021		Contract Expiration Date: May 31, 2026	
CLASSIFICATIONS	WAGE	CLASSIFICATIONS	WAGE
All Laborers Classifications Other Than Those Listed Below	\$ 47.40	Boiler Setter Plastic – Laborers	\$ 47.85
Building Labor Foreman, General Foreman and Superintendent	\$ 48.15	Chimney Laborers (over 40 feet)	\$ 47.50
Building Sub-Foreman	\$ 47.85	Chimney Laborers (on Firebrick work only)	\$ 47.75
Road General Foreman of Laborers and Superintendent	\$ 48.975	Scaffold Laborers	\$ 47.50
Road Foreman of Laborers	\$ 48.55	Caisson Diggers/Sewer and Bottom Man	\$ 47.75
Asphalt Foreman	\$ 48.55	Jackhammermen	\$ 47.625
Cut-Out Foreman	\$ 48.55	Power Driven Concrete Saws and Other Power Equipment Laborers	\$ 47.625
Street Repair Foreman	\$ 48.55	Stone Derrickmen and Handlers	\$ 47.60
Sewer and Caisson Foreman	\$ 48.50	Well Point System Men	\$ 47.75
Sewer and Caisson Sub-Foreman	\$ 48.20	Windlass and Capstan Person	\$ 47.55
Tunnel Foreman	\$ 49.00	Cement Gun Nozzle Laborers (Guniting)	\$ 47.55
Tunnel Sub-Foreman	\$ 48.50	Cement Gun Laborers	\$ 47.475
Underground General Foreman and Superintendent	\$ 49.00	Material Testing Laborer I (Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt)	\$ 37.40
Asbestos Abatement Laborers	\$ 47.40	Material Testing Laborer II (Field inspection of welds, structural steel, fireproofing, masonry, soil, façade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures)	\$ 42.40
Asbestos Abatement Foreman	\$ 48.40		
Firebrick Work and Boiler Setter Laborers	\$ 47.725		
Jackhammer (on Firebrick Work only)	\$ 47.675		

Apprentice Laborers Wages

1st six (6) months: 60% of journeyman (base) wages	\$ 28.44
2nd six (6) months: 70% of journeyman (base) wages	\$ 33.18
3rd six (6) months: 80% of journeyman (base) wages	\$ 37.92
4th six (6) months: 90% of journeyman (base) wages	\$ 42.66
After twenty-four (24) months: 100% of journeyman (base) wages	\$ 47.40

ON-LINE REMITTANCE PROCESSING

To access the on-line Fox Valley Laborers ISSI-Remit system to report work hours and contributions, please go to <http://www.fvlab.com/>



Thank you for visiting our website. Here you will find important information about the benefits and services offered by the Fox Valley Laborers Welfare and Pension Funds to our participants and contributing employers.

Welcome to Fox Valley Laborers Benefit Funds

Serving Laborer Locals 582 and 1035 in Boone, Kane, Kendall & McHenry Counties

Visit the Participant Dashboard

Log into our Participant Dashboard to view your benefit information including eligibility, work history, pension status, and more!

[Dashboard](#)



Click on the Employer iRemit Login Button shown here.



Online Employer Reporting & Remittance Processing

Save time and money...
Submit your monthly reports electronically

[Employer i-Remit Login >](#)

The Fund Office offers electronic employer reporting. This user-friendly system allows you to submit monthly reports and, if you choose to, send ACH electronic payments. i-Remit reduces the time it takes to process your monthly report, automatically calculates remittance amounts, and maintains your reports and payment history online for future reference. It's free and easy to use...Get started today!

- #### Links for Employers
- [2019/2020 Wage and Fringe Rate Letter](#)
 - [2018/2019 Wage and Fringe Bulletin](#)
 - [Employer Handbook](#)
 - [Surety Bond Information](#)
 - [Employer List](#)
 - [Delinquent Employers List](#)
 - [Online Remittance Processing Instructions](#)
 - [Pension Fund Annual Funding Notice](#)
 - [Notice to Employers and Sponsoring Unions](#)

If this is your first time remitting on line, please contact the Fox Valley Fund Office for your unique user name and a temporary password. You will be prompted to provide a unique, private password once you are logged in.



Welcome to the Fox Valley Laborers online remittance processing system.

Please login below to access your account.

User Name:

Password:

[Forget your Password? Click here.](#)

First time user? Please contact the Fund Office for a user name and temporary password.

2371 Boves Road, Suite 500
Elgin, IL 60123-5523
Local: (847) 742-0900
Toll free: (866) 828-0900
Fax: (847) 742-4430

[Website Privacy Policy](#)



[Main Menu](#) | You are logged in as FOX VALLEY LABORERS FND OFFICE; [Click here to logout.](#)

What Do You Want To Do?

- [➤ Remittance Reporting](#)
- [➤ View Report History](#)
- [➤ Discrepancies Menu](#)
- [➤ Account Details](#)
- [➤ Site Guide](#)

Feel free to contact us via phone, or email us at customerservice@fvlab.com.

2371 Boves Road, Suite 500
Elgin, IL 60123-5523
Local: (847) 742-0900
Toll free: (866) 828-0900
Fax: (847) 742-4430

PARTICIPATION AGREEMENT

SHAREHOLDER and/or CORPORATE OFFICER

FOX VALLEY LABORERS HEALTH AND WELFARE FUND **FOX VALLEY & VICINITY LABORERS PENSION FUND**

1. This Agreement is entered for the purpose of permitting shareholders and/or corporate officers in incorporated employers which have a contractual obligation to contribute to the Fox Valley Laborers Health and Welfare Fund and the Fox Valley & Vicinity Laborers Pension Fund to participate in those Funds as employees of the corporation. Nothing in this Agreement exempts such shareholders and/or corporate officers from any of the provisions of the collective bargaining agreements, nor does it alter any of the provisions of that agreement. This Agreement is intended only to clarify the basis upon which contributions may be paid to the Funds on such persons.

2. Provided that a person who is a shareholder and/or corporate officer in the corporation works at the laborers' trade at any time during a calendar year, he may continue to be a participant notwithstanding the fact that he is a shareholder and/or corporate officer and an employer.

3. The employer must be and remain at all time a corporation. In the event that the corporation is dissolved, either voluntarily or involuntarily, this Agreement will be null and void, and any benefits paid to or on behalf of a shareholder and/or corporate officer in the dissolved corporation are to be repaid to the Funds, if based upon hours reported to the Funds after the dissolution of the corporation. The employer will, upon request, provide evidence of its continuing good standing as a corporation to the Funds.

4. Shareholders and/or corporate officers reportable under this Agreement are to be reported to the Funds and contributions are to be paid to the Funds on the basis of 40 hours per week regardless of the number of hours worked at the trade during that week. Contributions are to be paid at the contribution rates in the Master Agreement with the Fox Valley and Vicinity Locals.

5. The employer is subject to all of the rules and requirements of the Funds, and the Trust Agreements with respect to when contributions are payable, liability for liquidated damages on late payment, and the right of audit.

6. Either party may terminate this agreement upon 60 days written notice. In the event the employer is delinquent in its obligation to report and pay contributions under this Agreement or pursuant to its Collective Bargaining Agreement, then this Agreement may be terminated immediately at the Funds' sole discretion. Upon termination, the eligibility of shareholder and/or corporate officer employees to participate in the Funds will end immediately and no extended eligibility for benefits will be provided.

Dated

**Fox Valley Laborers Health and
Welfare Fund**

and

Name of Corporation

**Fox Valley & Vicinity Laborers
Pension Fund**

Date and State of Incorporation

Union Representative

Shareholder and/or Corporate Officer

Office or Title

AUDIT PREPARATION CHECKLIST

When your company has been scheduled for an audit, following is the checklist of information you should have available for the audit:

1. _____ Quarterly and annual payroll tax return, including but not limited to, federal quarterly forms 941, federal annual forms W-2, W-3, 940, 1099 and state quarterly unemployment returns (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. _____ Copies of all contributing 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.
5. _____ 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.
6. _____ Cash disbursement journals and general ledgers.
7. _____ Records showing all amounts paid to all persons or entities that performed work for the employer as independent contractors or subcontractors, 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.
11. _____ Employee personnel files including, but not limited to, last known address 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 and all accounts 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.
14. _____ Collective Bargaining Agreement.
15. _____ Wage and Welfare Surety Bond.
16. _____ Workers Compensation Insurance policy.
17. _____ Employer Federal Tax Return.

EMPLOYER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we _____
(Name of employer)

_____, a _____, of
(Name of employer cont'd) (Indicate corporation, partnership, or sole proprietor)

_____, _____, herein called the "Principal", and
(City) (State)

_____ herein called the "Surety",
(Name of bonding company)

are hereby held and firmly bound unto the various fringe benefit and industry funds identified in the collective bargaining agreement between the Construction and General Laborers District Council of Chicago and Vicinity, affiliated with the Laborers' International Union of North America (the "Union") and the Principal and any successor collective bargaining agreements, all of which funds are collectively referred to as the "Funds"; unto the Union; and unto all individuals employed by the Principal and represented for collective bargaining purposes by the Union, referred to as the "Union Employees" (the Funds, the Union, and the Union Employees are collectively referred to as the "Obligees") in the penal sum of _____ Dollars
(Amount - written out)
(\$ _____),
(Amount in \$\$) for the obligations and undertakings hereinafter set forth, the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors, assigns, heirs, executors, and administrators.

Signed and sealed and dated on this _____ day of _____, _____

Whereas, the above named Principal is employing or proposes to employ employees in a bargaining unit represented by the Union for the purpose of performing certain work as defined in a collective bargaining agreement between the Principal and the Union;

NOW, THEREFORE, the conditions of this bond are such that if the Principal shall well and faithfully pay the wages due the Union Employees with respect to the work performed by the Union Employees, the contributions due to the Funds, the dues due to the Union, any interest, liquidated damages, attorneys' fees

and/or costs that may become due, and such other amounts as the Principal may be required to pay to the Obligees, or to any of them, pursuant to the collective bargaining agreement between the Principal and the Union or pursuant to the rules and regulations of any or all Funds, then this obligation shall be void; otherwise it shall remain in full force and effect. This obligation of the Principal and Surety shall be joint and several.

If Surety is required to make payments to the Obligees pursuant to the bond, Surety shall have no claim or right of any sort against Obligees.

In the event that the aggregate amount due the Obligees shall exceed the amount of this bond, then the claims of the various Obligees shall be satisfied on a pro rata basis, proportionate to the amount of each Obligee's claim. Any disputes as to the proper distribution in such circumstances, and any disputes regarding the Principal's obligations to the Obligees, shall be resolved in accord with the dispute resolution mechanisms of the collective bargaining agreement between the Principal and the Union.

The Surety shall pay any claim made by the Obligees under this bond within 30 days from receipt of the claim. Should the Surety fail to issue payment within 30 days from receipt of a claim, the Surety shall be liable for the claimed amount and any reasonable attorneys' fees and costs incurred by Obligees in enforcing this bond.

This Bond may be canceled by the Surety 120 days after receipt by the Obligees of the Surety's written notice of cancellation by registered or certified mail.

PRINCIPAL

SURETY

By: _____
Signature

By: _____
Signature

By: _____
Agent

By: _____
Attorney-In-Fact

Date

Date

Power of Attorney and Notarial Acknowledgement must be submitted with this bond.

CONTRACT FOR CASH BOND

This agreement is entered into by the Laborers’ Pension Fund, the Health and Welfare Department of the Construction and General Laborers’ District Council of Chicago and Vicinity and The Fox Valley Laborers’ Health and Welfare Fund and The Fox Valley and Vicinity Laborers’ Pension Fund (the “Funds”) and the following Contributing Employer to the Funds:

Full Name

Address

City, State, Zip Code

WHEREAS Article VII, Section 2 and Article VI, Section 2 of the Agreements and Declarations of Trust establishing the aforementioned (the “Funds”) to authorize the Funds to accept cash bonds as guarantees for the payment of monthly contributions to the Funds; and

WHEREAS contributing Employers under the terms of the applicable collective bargaining agreement are required to post surety bonds or cash bonds in a form acceptable to the Construction and General Laborers’ District Council of Chicago and Vicinity (the “Union”); and

WHEREAS the Union has agreed to the establishment by the Funds of a bank account, money market account or other account for the holding of cash bonds pursuant to contract approved by the Boards of Trustees of the Funds; and

WHEREAS the Boards of Trustees of the Funds have approved the establishment by the Funds of a bank account, money market account or other account for the holding of cash bonds by contributing Employers.

Now, therefore, the parties hereby agree that:

A. Procedures for Filing a Cash Bond and Use of the Bond

The Employer named above shall pay the amount listed below to the Funds as a cash bond to guarantee payment of employee wages, pension and welfare contributions owed by the Employer to employees of the Employer and/or to the Funds for work performed by the employees under the terms of a collective bargaining agreement between the Employer and the Construction and General Laborers' District Council of Chicago and Vicinity; and

The cash bond shall be used to satisfy on a pro rata basis amounts due for unpaid wages and/or unpaid contributions to the Funds, including liquidated damages and interest owed to the Funds; and

The Administrator of the Funds is authorized to deposit the cash payment listed in an interest-bearing bank account, money market account or other account for deposit of such funds to be selected at the discretion of the Administrator, to retain the interest earned on a said cash deposit to defray the expenses of the funds for the administration of cash bonds and for the collection of delinquencies; and

To deduct from said account and pay to employees and/or to the Funds any amounts determined by the Administrator, based upon reasonably reliable information provided by representatives of the Union, the Field Representatives of the Funds or compliance auditors of the Funds or Union, the full amount of any unpaid wages or unpaid contributions, liquidated damages or interest.

The Administrator shall provide written notice at least ten (10) days in advance to the Employer of a determination by the Administrator to deduct sums from the cash bond to satisfy the claims for wages and/or unpaid contributions, liquidated damages or interest.

The Employer, within ten (10) days of the date of the notice sent by the Administrator, may make other arrangements to pay the wages and/or contributions determined to be owed by the Administrator and shall provide written evidence to the Administrator of such arrangements.

An objection by the Employer that the claimed wages and/or contributions are not due and owing shall not prevent the Administrator from directing the payment of claimed wages and/or contributions. If a determination is made at a later date that the wages paid to employees or the contributions, liquidated damages or interest paid the Funds was not due and owing, the sole liability of the Funds shall be to restore the cash bond of any Employer to the extent of the contributions, liquidated damages and interest paid as contributions on behalf of the Employer that should not have been paid. Any claim of the Employer for wages improperly paid to employees shall be made against the employees who received the payments and not against the Funds or Administrator as long as the Administrator based the payments on information received from a source that the Administrator considered to be reasonably reliable. An auditor's report or employee's affidavits shall be conclusive proof of such a reasonable reliable source.

B. Procedures for Requesting a Refund of a Cash Bond

The Employer may request and obtain a refund of any balance of the cash bond being held by the Funds if the Employer ceases to do business for which contributions would be owed to the Funds under the terms of a collective bargaining agreement with the Union or during any period in which the Employer would be required to maintain existing terms and conditions of employment while negotiating over the terms to be included in a new collective bargaining agreement. Any such refund of the balance of the cash bond shall be paid without interest.

An Employer may obtain a refund of the cash bond if the Employer provides a surety bond written by an insurance carrier with reserves in excess of \$1,000,000 authorized, licensed or permitted to do business in the state of Illinois, provided that the amount of said surety bond is in compliance with the terms of the Employer's collective bargaining agreement with the Union or any amount previously prescribed by the Trustees for a delinquent employer equal to three times the monthly contributions of such Employer, as estimated by the Trustees, in accordance with the terms of the agreements and declarations of trust of the Funds.

No cash refund shall be paid to the Employer until the Employer has provided the necessary surety bond or evidence satisfactory to the Administrator that the employer has ceased doing business that would require contributions to the Funds. If the Employer fails to provide a refund request along with the necessary supporting information within three (3) years of the date on which the Employer last contributed to the Funds, the Employer shall forfeit its right to a refund and the Administrator shall transfer any balance credited to the Employer to the general accounts of the Funds to defray the costs of employer delinquencies.

C. Amount of Cash Bond

This Agreement for the payment and deposit of a cash bond in the amount of \$ _____ is entered into this _____ day of _____, _____ by the undersigned representatives of the Employer and Funds:

FOR THE EMPLOYER:

FOR THE FUNDS:

Signature

Administrator

Print Name

Date

Title

Date