



**GREAT PLAINS
LABORERS' DISTRICT COUNCIL**

4208 W. Partridge Way, Unit 2
Peoria, Illinois 61615
(309)692-8750 – (309)692-2698(fax)

GRIEVANCE FORM FOR LOCAL UNION NUMBER 165

Date: October 22, 2014

EMPLOYEE'S NAME/UNION: Laborers' Local No. 165

vs.

EMPLOYED BY (CONTR.): Worth Cutting, Inc.
Contractor's Address: 19651 E. Chelsea Way
Bloomington, IL 61705

Phone: (309)378-5670 Fax: (309)378-1589

Nature of Complaint: The above contractor violated their agreement with Local 165 on Friday, October 17, 2014 and Saturday, October 18, 2014 by having 9 employees, 8 who were non-bargaining unit employees, perform bargaining unit work at the General Wayne A. Downing Airport in Peoria County. They are in violation of Article 4 (Referral Clause) and Article 5 (Key Person Clause) of the current Highway/Heavy Agreement. We are seeking full wages and benefits for all hours worked.

9 Laborers at 8 hrs Reg and 8 hrs at OT rate

- Building Agreement
- Highway Agreement
- Other

SETTLEMENT REQUEST: Hours: 144 Reg/36 OT

Hourly Rate of Pay: \$28.83

FRINGE BENEFITS: Hours: 144 Reg/36 OT

Fringe Benefit Rate: \$24.69
(Annuity @ 1 1/2)

Hourly Rate:	Annuity: <u>\$4.25</u>
Welfare: <u>\$7.70</u>	Pension: <u>\$11.94</u>
Other: <u>ck-off - 5.0% *</u>	Other: <u>.24 Lecet*</u>
Other: <u>.38 Market Preservation Fund*</u>	Other: <u>.05 Building Fund*</u>

Training: .80
Other: .25 MROC*
Other: _____

* employee pays

SETTLEMENT REQUEST HOURS X's HOURLY RATE OF PAY: \$ 5,189.40

FRINGE BENEFIT HOURS Xs TOTAL FRINGE BENEFIT RATE: \$ 3,708.36

TOTAL SETTLEMENT: \$ 8,897.76

Employee Signature Date

Janet A. Schmitt 10-22-14
Laborer Representative Signature Date

Send copies to the Great Plains Laborers' District Council, the Contractor and the Employee

7. The parties agree that nothing herein is intended to nor shall it be construed as creating recognition of or bargaining with a multi-employer bargaining unit other than those already recognized by the Local Union and limited to the geographical jurisdiction of the Local Unions.

8. This Agreement shall remain in full force and effect through April 30, 2005, and shall continue thereafter unless there has been sixty (60) days written notice, by registered or certified mail, by either party hereto of the desire to modify and amend this Agreement for negotiations. The EMPLOYER and the UNION agree to be bound by the area-wide negotiated contracts with the various Associations, incorporating them into this Memorandum of Agreement and extending this Agreement for the life of the newly negotiated contract, if not notified within the specified period of time.

9. The EMPLOYER acknowledges and accepts the facsimile signatures on this contract as if they were the original signatures. The EMPLOYER further acknowledges receipt of a copy of the complete COLLECTIVE BARGAINING AGREEMENT.

IN WITNESS WHEREOF, and in consideration of the mutual promises of the parties hereto, and other good and valuable consideration, this Memorandum of Agreement was entered into this 15th day of July, 2002

ACCEPTED:

LABORERS' LOCAL UNION NO. 105

BY: [Signature]
(Business Manager)
REBEL

NORTH CENTRAL IL LABORERS'
DISTRICT COUNCIL

BY: [Signature]
(Business Manager)

Worth Cutting, Inc
(Contractor Name)

BY: Laura Worth - owner President
(Name & Title)

19651 E. Chelsea
(Address)

Bloomington, IL 61704
(City, State & Zip Code)

309-378-5670
(Telephone Number)

309-378-3038
(Facsimile Number)

37-1410259
(Federal Employer Identification Number)

REC'D
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NORTH CENTRAL
LABORERS' DISTRICT COUNCIL