



# FOX VALLEY & VICINITY LABORERS

HEALTH AND WELFARE & 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

[www.fvlab.com](http://www.fvlab.com)



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## **INTRODUCTION**

The Boards of Trustees of the Fox Valley Laborers Health and Welfare Fund and the Fox Valley and Vicinity Laborers Pension Fund 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.

## **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.*

## **REMITTANCE REPORTING**

### **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 will be accepted by the Fund Office once your Collective Bargaining Agreement has been accepted by the Chicago Laborers' District Council. Contributions received prior to an accepted 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.

### **WHEN ARE CONTRIBUTIONS DUE?**

Contributions are due no later than the tenth (10<sup>th</sup>) day of the month following the month in which the work was performed. If contributions are not received in a timely manner by the depository bank, you will be subject to a delinquent payment assessment (liquidated damages) and interest as described below. Delinquent payments may also adversely affect your employees' eligibility for health care benefits.

### **HOW DO YOU REMIT THE REQUIRED CONTRIBUTIONS TO THE FUNDS?**

The Fox Valley Laborers require monthly contributions be made via the online portal. You must contact the Fund Office for a username and temporary password to get started. Detailed information for online remittance payments is in Appendix D.

In special circumstances, a paper Monthly Report of Payments will be accepted. The original Monthly Report of Payments form, along with payment, should be mailed to Fox Valley Laborers Fringe Benefit Funds, 75 Remittance Drive, Suite #1504; Chicago, Illinois, 60675-1504.

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.

Contributions are due no later than the tenth (10<sup>th</sup>) day of each month following the month in which the work was performed. 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 monthly and provided to the Fox Valley Laborers Boards of Trustees, all active Fox Valley employers, and is posted on the Fox Valley Laborers website.

Included in this handbook is the current Labor Bulletin (Appendix B) listing wage rates for the current contract year. A blank sample Monthly Report of Payments form (Appendix C) will be sent to your office for your first month's reporting. A form will not be mailed once you begin to remit online.

If you need assistance in the online reporting portal or 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 Laborers LiUNA Union Local Offices (Appendix A) has been provided along with a map of the respective counties and jurisdictions.

## **ONLINE REMITTANCE PROCESSING**

An employer must remit their Monthly Report of Payments online using the Fox Valley Laborers 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 online 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 to get started, or you can find detailed instructions on our website.

## **FOR WHICH EMPLOYEES MUST CONTRIBUTIONS BE REMITTED?**

**Bargaining Unit Laborers:** Contributions must be paid on behalf of each employee performing covered work as defined in the applicable Collective Bargaining Agreement regardless of union affiliation. Please note there is no probationary or trial period for new hire contributions.

Contributions must be remitted based on the number of hours (in half-hour increments) an employee worked. The current contribution rates are set forth in the applicable Collective Bargaining Agreement; and are also reflected on the remittance reporting form you receive each month. Contribution rates are subject to change on June 1<sup>st</sup> 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 Hours 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 and 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 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.
- 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.

**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 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.
- Fringe Benefit contributions on behalf of any other immediate family members who are paid hourly are required to be remitted based on hours worked; and the employer must maintain time sheets to support the hours remitted.

**CONTRIBUTIONS AT 40 HOURS PER WEEK ARE REMITTED AS FOLLOWS:**

<u>Month</u>	<u>Hours to be Reported</u>	<u>Month</u>	<u>Hours to be Reported</u>
June	200.00	December	200.00
July	160.00	January	160.00
August	160.00	February	160.00
September	200.00	March	200.00
October	160.00	April	160.00
November	160.00	May	160.00

ANNUAL TOTAL: 2,080 HOURS

**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 liquidated damages balance. Further, liquidated damages of 20% will be assessed on all delinquencies where litigation becomes necessary to collect.

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.

**CHICAGO LABORERS' DISTRICT COUNCIL WORK DUES**

The employer shall submit monthly dues remittance reports to the Union through the District Council web portal. Visit the Chicago Laborers' Work Dues Fund Portal at <https://contractors.cvlcdc.org>.

Work dues must be paid on gross payroll earnings, which includes wages, bonuses, vacation pay, and other compensated time off with pay. Excluded from work dues are other payroll payments, including per diems, car allowances, unused vacation pay-out and severance payments.

Please contact the District Council with any questions: [workdues@liunachicago.org](mailto:workdues@liunachicago.org)



## **SURETY BONDS**

### **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) delinquent 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) delinquent 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**

To assist newly organized contractors in their efforts to comply with the terms and conditions of the Laborers' Area-Wide Collective Bargaining Agreement, the Laborers-Employers Cooperation and Education Trust (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).

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.

# **PAYROLL COMPLIANCE AUDITS**

## **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 Laborers Funds payroll compliance 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, the auditing firm will contact you to schedule a time to conduct the audit.

## **WHAT HAPPENS WITH THE AUDIT RESULTS?**

1. Upon completion of the audit, the Fund Office will advise the employer of the audit results and provide a copy of the auditor's report. The employer is given 20 days to review the audit report and provide payment (if additional liability is found due), and/or dispute the audit findings. Any disputes over audit findings should be submitted in writing to the Fund Office with supporting documentation. Disputes will be researched and presented to the Boards of Trustees for consideration.
2. If delinquencies between the amount reported and paid, and the amount due and owing to the Funds are disclosed during 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.
3. 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?**

- 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.
- Do not pay "fringe benefit contributions" on an employee's paycheck. An employer remains obligated to contribute to the Funds and may end up paying twice.
- Do not provide alternative benefits for employees covered by the Collective Bargaining Agreement. That will not relieve you of the obligation to contribute to the Funds.
- Please contact the Fund Office for assistance with any questions.

**RECORDS REQUIRED FOR A PAYROLL COMPLIANCE AUDIT:**

To properly conduct the payroll compliance audit, the following documents will need to be provided to the auditors for review:

1. Quarterly and annual payroll tax returns, including but not limited to, federal quarterly forms 941, federal annual forms W-2, W-3, 940, 1096, 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 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 period in which the work was performed.
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 1099s 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 all accounts used in conjunction with the employer's business.
13. Collective Bargaining Agreements.
14. Wage and Fringe Benefits Surety Bonds.
15. Workers' Compensation insurance policy.
16. Employer Federal Tax Return only in exceptional circumstances after specific authorization by the Boards of Trustees.

## **ADDITIONAL INFORMATION**

### **APPRENTICE PROGRAM**

Pursuant to the terms of your Collective Bargaining Agreement, the Joint Apprenticeship Training Committee initiated the Mandatory Apprentice and Permit Worker Program effective January 2, 2020. All inexperienced employees hired on or after January 2, 2020, must be sponsored and accepted into the program as either an apprentice or permit worker and must be registered through the LiUNA Chicagoland Training Fund website.

Individuals interested in the Apprentice Program must be sponsored by a Signatory Contractor. The Signatory Contractor must submit an online application.

For additional questions contact the Training Fund at (630) 653-0006.

### **SUMMARY PLAN DESCRIPTION**

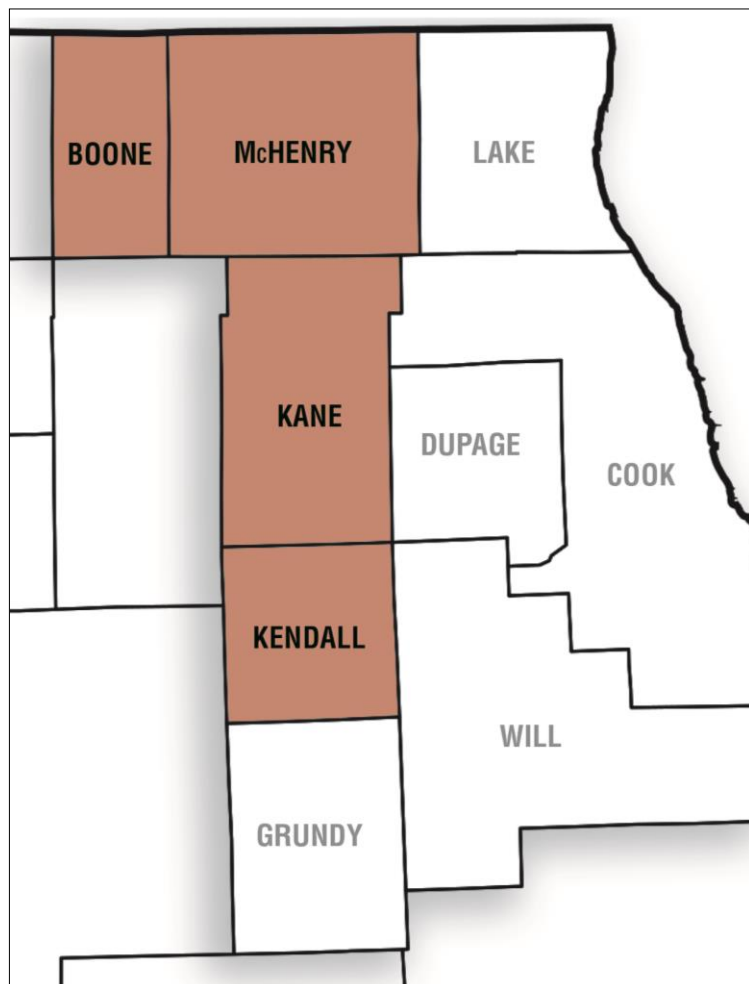
A Summary Plan Description (SPD) is a description of a plan's benefits in terms understandable to the average person. All new participants in the Plan will receive an SPD for the Fox Valley Laborers Health and Welfare Fund and the Fox Valley and Vicinity Laborers Pension Fund. Additionally, these documents are available by request at the Fund Office or on the Fox Valley Laborers website at [www.fvlab.com](http://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](http://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](http://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**

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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

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The June 1, 2023 increase provides that \$2.55 per hour be allocated as follows:

Wages increase \$1.50 per hour to \$48.90 per hour

Welfare increases \$0.17 per hour to \$15.28 per hour

Pension increases \$0.85 per hour to \$18.00 per hour

Training Fund increases \$0.01 to \$0.91 per hour

LMCC Fund increases \$0.02 to \$0.19 per hour

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**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)*

<b>Contract Effective Date: June 1, 2021</b>		<b>Contract Expiration Date: May 31, 2026</b>	
<b>CLASSIFICATIONS</b>	<b>WAGE</b>	<b>CLASSIFICATIONS</b>	<b>WAGE</b>
All Laborers Classifications Other Than Those Listed Below	\$ 48.90	Boiler Setter Plastic – Laborers	\$ 49.35
Building Labor Foreman, General Foreman and Superintendent	\$ 49.65	Chimney Laborers (over 40 feet)	\$ 49.00
Building Sub-Foreman	\$ 49.35	Chimney Laborers (on Firebrick work only)	\$ 49.25
Road General Foreman of Laborers and Superintendent	\$ 50.475	Scaffold Laborers	\$ 49.00
Road Foreman of Laborers	\$ 50.05	Caisson Diggers/Sewer and Bottom Man	\$ 49.25
Asphalt Foreman	\$ 50.05	Jackhammermen	\$ 49.125
Cut-Out Foreman	\$ 50.05	Power Driven Concrete Saws and Other Power Equipment Laborers	\$ 49.125
Street Repair Foreman	\$ 50.05	Stone Derrickmen and Handlers	\$ 49.10
Sewer and Caisson Foreman	\$ 50.00	Well Point System Men	\$ 49.25
Sewer and Caisson Sub-Foreman	\$ 49.70	Windlass and Capstan Person	\$ 49.05
Tunnel Foreman	\$ 50.50	Cement Gun Nozzle Laborers (Guniting)	\$ 49.05
Tunnel Sub-Foreman	\$ 50.00	Cement Gun Laborers	\$ 48.975
Underground General Foreman and Superintendent	\$ 50.50	Material Testing Laborer I (Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt)	\$ 38.90
Asbestos Abatement Laborers	\$ 48.90	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)	\$ 43.90
Asbestos Abatement Foreman	\$ 49.90		
Firebrick Work and Boiler Setter Laborers	\$ 49.225		
Jackhammer (on Firebrick Work only)	\$ 49.175		

**Apprentice Laborers Wages**

1st six (6) months: 60% of journeyman (base) wages	\$ 29.34
2nd six (6) months: 70% of journeyman (base) wages	\$ 34.23
3rd six (6) months: 80% of journeyman (base) wages	\$ 39.12
4th six (6) months: 90% of journeyman (base) wages	\$ 44.01
After twenty-four (24) months: 100% of journeyman (base) wages	\$ 48.90





## 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/>

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

Home Health & Welfare Pension **Employers** Forms About Us Contact Us Member & Employer Login

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

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.

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

Home Health & Welfare Pension **Employers** Forms About Us Contact Us Member & Employer Login

*Employers*

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:

Login

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

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

2371 Bowes 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](mailto:customerservice@fvlab.com).

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

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

**SHAREHOLDER and/or CORPORATE OFFICER  
PARTICIPATION AGREEMENT**

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 and 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 times 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.

_____	Fox Valley Laborers Health and Welfare Fund
Dated	
_____	and
Name of Corporation	Fox Valley and 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 returns, 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 1099s 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 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 Agreements.
15. \_\_\_\_\_ Wage and Fringe Benefits Surety Bonds.
16. \_\_\_\_\_ Workers' Compensation insurance policy.
17. \_\_\_\_\_ Employer Federal Tax Return only in exceptional circumstances after specific authorization by the Boards of Trustees.

## 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)

(\$ \_\_\_\_\_), for the obligations and undertakings hereinafter set forth, the  
(Amount in \$\$)

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***

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

***SURETY***

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
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:

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Full Name

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Address

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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