



City of Aurora, IL  
**Engineering**

Jason Bauer, Director of Public Works/City Engineer  
44 E Downer Place, Aurora, IL 60502

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**[SCHROEDER ASPHALT SERVICES, INC.] RESPONSE DOCUMENT REPORT**

ITB No. 26-019

2026 Citywide Pavement Patching for Water & Sewer Maintenance

RESPONSE DEADLINE: February 25, 2026 at 11:00 am

Report Generated: Wednesday, February 25, 2026

**Schroeder Asphalt Services, Inc. Response**

**CONTACT INFORMATION**

**Company:**

Schroeder Asphalt Services, Inc.

**Email:**

carlene@schroederasphalt.com

**Contact:**

Rachael McDow

**Address:**

11022 South Grant Highway  
Marengo, IL 60152

**Phone:**

(815) 923-4380

**Website:**

N/A

**Submission Date:**

Feb 25, 2026 8:06 AM (Central Time)

## ADDENDA CONFIRMATION

*No addenda issued*

## QUESTIONNAIRE

### 1. Bid Deposit\*

*Pass*

**Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov. Upon notification from the City, Bidder's must deliver ORIGINAL Bid Deposit within three (3) business days.**

- [IDOT Bid Bond Form.pdf](#)

IDOT\_Bid\_Bond.pdf

### 2. IDOT Prequalification Confirmation\*

*Pass*

Upload IDOT prequalification as described in Check Sheet LRS6 in the "Supplemental Specifications and Recurring Special Provisions" in the categories appropriate for the type of work proposed for this project.

Schroeder\_Aspphalt\_Services\_Inc.\_Certificate\_-\_IDOT\_PREQUAL\_10.25-10.26.pdf

### 3. Contact Information\*

*Pass*

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

SAS\_Contact\_Information.pdf

#### **4. References\***

*Pass*

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

Village of Roselle

474 Congress Circle North, Roselle, IL 60172

630-671-2365 - Karen Young - 2023 Street Improvements - \$1,228,405.07

Village of Burr Ridge

7660 County Line Road, Burr Ridge, IL 60527

630-323-4733 - James Miedema - 2025 MFT Road Program - \$495,605.91

Village of Hoffman Estates

1900 Hassell Road, Hoffman Estates, IL 60169

847-815-8590 - Andy Lobosco - Batavia Lane Infrastructure Improvements - \$1,106,153.10

#### **5. Eligibility\***

*Pass*

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Confirmed

#### **6. Bidder's Tax Certification\***

*Pass*

The Bidder's Executing Officer, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

Confirmed

#### **7. Bidder's Certification\***

*Pass*

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. As applicable, I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.

G. As applicable, I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

Confirmed

### **8. Apprenticeship or Training Program Certification\***

*Pass*

Please download the below documents, complete, and upload.

- [Aurora Training Program Cer...](#)

Aurora\_Training\_Program\_Cert.pdf

### **9. Union/Apprenticeship Requested Documentation\***

*Fail*

Please provide verification letter like sample attached.

- [Apprenticeship Program Lett...](#)

Training\_&\_Apprenticeship\_Programs.pdf

### **10. Standard City of Aurora Contract\***

*Pass*

Please download the below documents, complete, and upload.

- [Sample Standard Contract IT...](#)

Standard\_Contract.pdf

### **11. Additional Information**

*Pass*

SAS\_Aurora\_City\_Wide\_Patching\_Completed\_Bid.pdf

**PRICE TABLES**

**SCHEDULE OF PRICES**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	COMBINATION CONCRETE CURB AND GUTTER	900	FOOT	\$50.00	\$45,000.00
2	CLASS D PATCHES, N50, 3" TO 5"	3,000	SQ FT	\$11.00	\$33,000.00
3	CLASS D PATCHES, N50, 6" TO 8"	35,000	SQ FT	\$16.10	\$563,500.00
4	CLASS D PATCHES, N50, 9" TO 12"	5,000	SQ FT	\$19.00	\$95,000.00
5	CLASS B PATCHES, 10"	200	SQ FT	\$85.00	\$17,000.00
6	CLASS B PATCHES, 12"	200	SQ FT	\$85.00	\$17,000.00
7	STORM MANHOLE, INLET, CATCH BASIN, VALVE VAULT TO BE ADJUSTED	5	EACH	\$850.00	\$4,250.00
8	SANITARY MANHOLE TO BE ADJUSTED	5	EACH	\$900.00	\$4,500.00
9	VALVE BOX TO BE ADJUSTED	5	EACH	\$500.00	\$2,500.00
10	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	5	EACH	\$400.00	\$2,000.00
11	PORTLAND CEMENT CONCRETE RESIDENTIAL DRIVEWAY, 6"	2,500	SQ FT	\$15.00	\$37,500.00
12	PORTLAND CEMENT CONCRETE COMMERCIAL DRIVEWAY, 8"	200	SQ FT	\$18.00	\$3,600.00
13	HOT-MIX ASPHALT DRIVEWAY, 2"	3,000	SQ FT	\$8.00	\$24,000.00

[SCHROEDER ASPHALT SERVICES, INC.] RESPONSE DOCUMENT REPORT  
ITB No. 26-019  
2026 Citywide Pavement Patching for Water & Sewer Maintenance

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	HOT-MIX ASPHALT DRIVEWAY, 4"	2,500	SQ FT	\$11.00	\$27,500.00
15	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	3,500	SQ FT	\$13.00	\$45,500.00
16	DETECTABLE WARNINGS	50	SQ FT	\$43.00	\$2,150.00
17	MOBILIZATION FOR EMERGENCY REPAIRS	5	EA	\$2,000.00	\$10,000.00
18	PORTLAND CEMENT CONCRETE SIDEWALK, R&R	11,000	SQ FT	\$11.30	\$124,300.00
<b>TOTAL</b>					<b>\$1,058,300.00</b>

**BID BOND FORM**

**Bid Bond MUST be uploaded electronically via the City's E Procurement System, OpenGov.**



**Local Agency  
Proposal Bid Bond**

Route Various  
County Kane  
Local Agency City of Aurora  
Section \_\_\_\_\_

**RETURN WITH BID**

**PAPER BID BOND**  
WE Schroeder Asphalt Services, Inc. as PRINCIPAL.

and Hudson Insurance Company as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be

signed by their respective officers this 25th day of February, 2026  
Schroeder Asphalt Services, Inc.  
(Company Name)  
Principal

By: \_\_\_\_\_  
(Signature and Title)

By: \_\_\_\_\_  
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Hudson Insurance Company  
(Name of Surety)  
Surety

By: James I. Moore  
(Signature of Attorney-in-Fact)  
James I. Moore, Attorney-In-Fact



STATE OF ILLINOIS,  
COUNTY OF DuPage  
I, Lisa Marotta, a Notary Public in and for said county,  
do hereby certify that \_\_\_\_\_

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.



Given under my hand and notarial seal this 25th day of February, 2026  
My commission expires January 9, 2030  
Lisa Marotta  
(Notary Public)

**ELECTRONIC BID BOND**



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore, Tariese M. Pisciotto, Dawn L. Morgan, Jennifer J. McComb of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of November, 2025 at New York, New York.



HUDSON INSURANCE COMPANY

By: Andrew A. Dickson Senior Vice President

Attest: Karen L. Colonna Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 1st day of November, 20 25 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2029

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Karen L. Colonna hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 25th day of February, 20 26.

(Corporate seal)



By: Karen L. Colonna, Corporate Secretary



# Certificate of Eligibility

Contractor No 5378

Schroeder Asphalt Services, Inc.  
P. O. Box 831 HUNTLEY, IL 60142

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$79,084,000.00

001	EARTHWORK	\$2,125,000
005	HMA PAVING	\$36,425,000 B
012	DRAINAGE	\$1,925,000
017	CONCRETE CONSTRUCTION	\$3,175,000
032	COLD MILL, PLAN. & ROTOMILL	\$12,025,000
08A	AGGREGATE BASES & SURF. (A)	\$3,275,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 10/21/2025 TO 10/31/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 10/21/2025.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

*Justin Mann*  
Engineer of Construction

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 815-923-4380

To place an order:

Name: Brent Schroeder  
Ph: 815-923-4380 Fax: 815-923-4389  
E-mail: Brent Schroeder

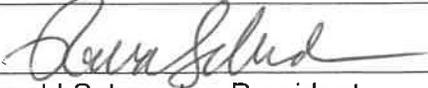
Billing & Invoicing questions:

Name: Jen Griebel  
Ph: 815-923-4380 Fax: 815-923-4389  
E-mail: igriebel@schroederasphalt.com

Questions:

Name: Brent Schroeder  
Ph: 815-923-4380 Fax: 815-923-4389  
E-mail: Brent@schroederasphalt.com

Bidder's Name: Schroeder Asphalt Services, Inc.

Signature & Date:  2/25/2026  
Ronald Schroeder, President

## Apprenticeship or Training Program Certification

**Return with Bid**

*All contractors are required to complete the following certification:*

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

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The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

International Brotherhood of Teamsters. Joint Council no 25 Training Fund

Operating Engineers Local 150 Apprentices & Training Program

Chicagoland Laborer's Training & Apprenticeship Program

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: Schroeder Asphalt Services, Inc.

By:  ,Ronald Schroeder

(Signature)

Address: PO Box 831 Huntley, IL 60142

Title President

February 25, 2026

Schroeder Asphalt Services, Inc.  
P.O. Box 831  
Huntley, IL 60142

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Schroeder Asphalt Services, Inc. is indeed signatory to the Fox Valley Laborers' Health & Welfare Fund and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprentices Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2025: 306  
2024: 265  
2023: 190  
2022: 125  
2021: 86

Regards,



Alfredo Ascencio  
Director of Apprenticeship

**Labor Trustees**

James P. Connolly, *Chairman*  
Michael Bivins  
Martin Flanagan  
Joseph V. Healy  
Lloyd "Curly" Vaughn

**Executive Director**

Keith Vitale

**Management Trustees**

David Lorig, *Secretary*  
Shane Higgins  
Joseph Koppers  
Robert G. Krug  
Brian Rausch  
William Vignocchi

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150A, 150B, 150C, 150D, 150E, 150G, 150M, 150O, 150 R.A.

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

February 25, 2026

Schroeder Asphalt Services, Inc.  
P.O. Box 831  
Huntley, IL 60142

Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No. MI-00321

Dear Sir or Madam:

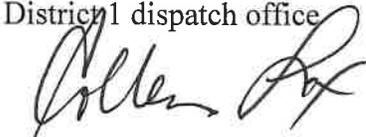
At the request of Schroeder Asphalt Services, Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Schroeder Asphalt Services, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements. Moreover, the applicable apprenticeship and training program has graduated substantially more than five apprentices in each of the last five years.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO  
District 1 dispatch office



Colleen Lox

Enclosures: Certificates

The United States Department of Labor  
Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund  
Wilmington, Illinois  
For the Trade — Operating Engineer (Heavy Equipment Technician)

Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor

May 5, 2002

Date Revised June 21, 2011

Registration No

IL012020003



*Walter J. Davis*  
Secretary of Labor

*Al V. Hall*  
Administrator, Office of Apprenticeship

**The United States Department of Labor**  
**Office of Apprenticeship**

**Certificate of Registration of Apprenticeship Program**

*Operating Engineers Local 150 Apprenticeship Fund*  
*Wilmington, Illinois*  
*For the Trade - Operating Engineer*

*Registered as part of the National Apprenticeship System*  
*in accordance with the basic standards of apprenticeship*  
*established by the Secretary of Labor*

*December 31, 1978*  
*Revised June 23, 2011*

*Registration No.*  
*IL008780173*



*Arthur J. DeVito*  
*Secretary of Labor*  
*Al V. Hull*  
*Administrator, Office of Apprenticeship*

# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*



April 12, 1999

Date

IL017990001

Registration No.

*John V. Kelly*

Administrator, Office of Apprenticeship

## CITY OF AURORA AGREEMENT

**THIS AGREEMENT**, entered on this \_\_\_\_\_ (“Effective Date”), for the (Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and \_\_\_\_\_ (“Bidder”), located at \_\_\_\_\_.

**WHEREAS**, the City issued an Invitation to Bid (“ITB”) on \_\_\_\_\_ for the \_\_\_\_\_; and

**WHEREAS**, the Bidder submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

**WHEREAS**, on \_\_\_\_\_, the City awarded a contract to Bidder, \_\_\_\_\_.

**IN CONSIDERATION** of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

### **1. Agreement Documents.**

The Agreement shall be deemed to include this document, Bidder’s response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid \_\_\_\_\_.

In connection with the ITB and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

### **2. Scope of Services.**

Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1.

### **3. Term.**

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

#### **4. Compensation.**

**Maximum Price.** In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

**Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

#### **5. Performance of Services.**

**Standard of Performance.** Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

#### **6. Termination.**

**Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

## **7. Miscellaneous Provisions.**

**a. Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

**b. Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

**c. Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

**d. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

CITY OF AURORA, ILLINOIS

(Contractor)

\_\_\_\_\_  
SIGNATURE

Jolene Coulter

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
DATE SIGNED

Director of Purchasing

\_\_\_\_\_  
TITLE

*Rachael McDow*

\_\_\_\_\_  
SIGNATURE

Rachael McDow

\_\_\_\_\_  
FULL NAME

02/25/2026

\_\_\_\_\_  
DATE SIGNED

Corporate Secretary

\_\_\_\_\_  
TITLE

Invitation For Bid #26-019

Title: 2026 Citywide Pavement Patching for Water & Sewer Maintenance

## PRICING TABLE

### SCHEDULE OF PRICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	COMBINATION CONCRETE CURB AND GUTTER	900	FOOT	\$ 50.00	\$ 45,000.00
2	CLASS D PATCHES, N50, 3" TO 5"	3,000	SQ FT	\$ 11.00	\$ 33,000.00
3	CLASS D PATCHES, N50, 6" TO 8"	35,000	SQ FT	\$ 16.10	\$ 563,500.00
4	CLASS D PATCHES, N50, 9" TO 12"	5,000	SQ FT	\$ 19.00	\$ 95,000.00
5	CLASS B PATCHES, 10"	200	SQ FT	\$ 85.00	\$ 17,000.00
6	CLASS B PATCHES, 12"	200	SQ FT	\$ 85.00	\$ 17,000.00
7	STORM MANHOLE, INLET, CATCH BASIN, VALVE VAULT TO BE ADJUSTED	5	EACH	\$ 850.00	\$ 4,250.00
8	SANITARY MANHOLE TO BE ADJUSTED	5	EACH	\$ 900.00	\$ 4,500.00
9	VALVE BOX TO BE ADJUSTED	5	EACH	\$ 500.00	\$ 2,500.00
10	DOMESTIC WATER SERVICE BOX TO BE ADJUSTED	5	EACH	\$ 400.00	\$ 2,000.00
11	PORTLAND CEMENT CONCRETE RESIDENTIAL DRIVEWAY, 6"	2,500	SQ FT	\$ 15.00	\$ 37,500.00
12	PORTLAND CEMENT CONCRETE COMMERCIAL DRIVEWAY, 8"	200	SQ FT	\$ 18.00	\$ 3,600.00
13	HOT-MIX ASPHALT DRIVEWAY, 2"	3,000	SQ FT	\$ 8.00	\$ 24,000.00
14	HOT-MIX ASPHALT DRIVEWAY, 4"	2,500	SQ FT	\$ 11.00	\$ 27,500.00
15	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	3,500	SQ FT	\$ 13.00	\$ 45,500.00
16	DETECTABLE WARNINGS	50	SQ FT	\$ 43.00	\$ 2,150.00

Invitation For Bid #26-019

Title: 2026 Citywide Pavement Patching for Water & Sewer Maintenance

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	MOBILIZATION FOR EMERGENCY REPAIRS	5	EA	\$ 2,000.00	\$ 10,000.00
18	PORTLAND CEMENT CONCRETE SIDEWALK, R&R	11,000	SQ FT	\$ 11.30	\$ 124,300.00
<b>TOTAL</b>				<b>\$</b>	<b>1,058,300.00</b>

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 815-923-4380

To place an order:

Name: Brent Schroeder  
Ph: 815-923-4380 Fax: 815-923-4389  
E-mail: Brent Schroeder

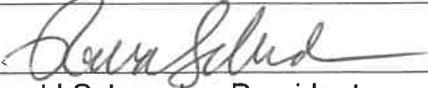
Billing & Invoicing questions:

Name: Jen Griebel  
Ph: 815-923-4380 Fax: 815-923-4389  
E-mail: igriebel@schroederasphalt.com

Questions:

Name: Brent Schroeder  
Ph: 815-923-4380 Fax: 815-923-4389  
E-mail: Brent@schroederasphalt.com

Bidder's Name: Schroeder Asphalt Services, Inc.

Signature & Date:  2/25/2026  
Ronald Schroeder, President

**BID BOND FORM**

**Bid Bond MUST be uploaded electronically via the City's E Procurement System, OpenGov.**



**Local Agency  
Proposal Bid Bond**

Route Various  
County Kane  
Local Agency City of Aurora  
Section \_\_\_\_\_

**RETURN WITH BID**

**PAPER BID BOND**

WE Schroeder Asphalt Services, Inc. as PRINCIPAL,  
and Hudson Insurance Company as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be

signed by their respective officers this 25th day of February, 2026  
Schroeder Asphalt Services, Inc.  
(Company Name) Principal

By: [Signature]  
(Signature and Title)

By: \_\_\_\_\_  
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Hudson Insurance Company  
(Name of Surety) Surety

By: [Signature]  
(Signature of Attorney-in-Fact)  
James I. Moore, Attorney-In-Fact



STATE OF ILLINOIS,  
COUNTY OF DuPage  
I, Lisa Marotta, a Notary Public in and for said county,  
do hereby certify that \_\_\_\_\_

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of February, 2026

My commission expires January 9, 2030

[Signature]  
(Notary Public)



**ELECTRONIC BID BOND**



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore, Tariese M. Pisciotto, Dawn L. Morgan, Jennifer J. McComb of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of November, 2025 at New York, New York.



HUDSON INSURANCE COMPANY

By Andrew A. Dickson Senior Vice President

Attest Karen L. Colonna Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 1st day of November, 20 25 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2029

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Karen L Colonna hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 25th day of February, 20 26.

(Corporate seal)



By Karen L. Colonna, Corporate Secretary

## Apprenticeship or Training Program Certification

**Return with Bid**

*All contractors are required to complete the following certification:*

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

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The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

International Brotherhood of Teamsters. Joint Council no 25 Training Fund

Operating Engineers Local 150 Apprentices & Training Program

Chicagoland Laborer's Training & Apprenticeship Program

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: Schroeder Asphalt Services, Inc.

By:  ,Ronald Schroeder  
(Signature)

Address: PO Box 831 Huntley, IL 60142

Title President

# SCHROEDER

## ASPHALT SERVICES, INC.

PO. BOX 831  
HUNTLEY, IL 60142

PHONE: (815) 923-4380  
FAX: (815) 923-4389

### JOB REFERENCES

- Company: Village of Arlington Heights  
33 S. Arlington Heights Rd.  
Arlington Heights, IL 60005
- Project(s): 2013, 2014, 2015, 2016, 2018, 2019 HMA Restoration  
Amount(s): 2013 - \$83,000.00 (6/10 – 6/23/13) / 2014 - \$325,000.00 (6/10 – 11/16/14) /  
2015 – \$265,008.12 (4/13 - 11/15/15) / 2016 - \$549,966.13 /  
2017 - \$508,261.80 / 2018 - \$90,043.93 / 2018 - \$547,000 / 2019 - \$480,000 /  
2020 – 523,770.34 / 2021- \$507,286.72 / 2022-\$473,954.25
- Engineer: Village of Arlington Heights  
Patrick Smith (Engineer Inspector) – 847/368-5250  
[psmith@vah.com](mailto:psmith@vah.com)
- 
- Company: Village of Streamwood  
301 E. Irving Park Road  
Streamwood, IL 60107
- Project(s): 2008 & 2009 MFT Resurfacing  
2013, 2014 - 2015 - 2016 – 2019 - 2021 Roadway Maintenance Program  
Amount(s): 2018 - \$748,007.85 (5/21 – 9/30/18) 2019 - \$727,867.01(6/3 – 10/20/19) /  
2020 - \$1,750,466.85 (5/18 – 10/18/2020) / 2021 - \$673,473.20  
2022 - \$1,457,627.15
- Engineer: Village of Streamwood  
Matt Mann, Director of Engineering & Public Works - 630-736-3850  
[Mmann@streamwood.org](mailto:Mmann@streamwood.org)
- 
- Company: Village of Hoffman Estates  
1900 Hassell Road  
Hoffman Estates, IL 60169
- Project(s): 2022 – 2022 Street Revitalization Program  
2023 – 2023 Street Revitalization Program  
Amount(s): 2022 - \$6,300,000  
2023 - \$6,319,081.97
- Engineer: Village of Hoffman Estates  
Andy LoBosco, P.E. – Senior Project Manager - 847-815-8590  
[Andy.LoBosco@Hoffmanestates.org](mailto:Andy.LoBosco@Hoffmanestates.org)
- 
- Company: Village of Gilberts  
87 Galligan Road  
Gilberts, IL 60136
- Project: Timber Trail Subdivision  
Amount(s): 2022 - \$2,753,931  
Engineer: Robinson Engineering  
John Hannigan – Project Engineer – 708-331-6700  
[Jhannigan@reld.com](mailto:Jhannigan@reld.com)

Company: Village of Palatine  
200 E. Wood St.  
Palatine, IL 60067  
Project(s): 2023 – Crescent Avenue and Ellis Street Improvements  
Amount(s): 2018 – West Wilson Street Improvements \$285,618.13 (4/16 – 6/24/18)  
2020 – 2020 MFT Street Rehabilitation \$726,101.57  
2020 – Wood Street & Greeley Street Resurfacing \$365,793.63  
2022 - \$1,323,631.04  
2023 - \$1,736,918.76  
Engineer: Village of Palatine  
Matt Grenning / Engineer - 847/359-9044  
[Mgrenning@palatine.il.us](mailto:Mgrenning@palatine.il.us)

Company: Village of Huntley  
10987 Main Street  
Huntley, IL 60142  
Project: 2022 Various Streets  
2022 – Cornell Development  
Amount(s): 2022 - \$483,914.50 Woodstock Street / 2022 - \$2,074,787.65 Cornell Development  
Engineer: Christopher B. Burke  
Greg Sanders – 847-417-0059  
[gsanders@cbbel.com](mailto:gsanders@cbbel.com)

Company: Village of Burr Ridge  
7660 County Line Road  
Burr Ridge, IL 60527  
Project: 2022 MFT Road Program, 2023 Road Program  
Amount(s): 2022 - \$685,479.60  
2023 - \$873,337.55  
Engineer: James Miedema, P.E. 630/323-4733 X6010  
Village of Burr Ridge  
[jmiedema@burr-ridge.gov](mailto:jmiedema@burr-ridge.gov)

Company: Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188  
Projects: 2018 Flexible Pavement Project  
2020 Flexible Pavement Project  
Amounts: \$1,921,872.65 (2018) / \$3,174,446.05 (2020) 2022- \$565,980.50  
Engineer: Village of Carol Stream  
Adam Frederick 630/868-2263  
[afrederick@carolstream.org](mailto:afrederick@carolstream.org)

Company: Village of Lake in The Hills  
600 Harvest Gate  
Lake In the Hills, IL 60156  
Projects: 2022 – Industrial Drive Roadway Resurfacing & Drainage Improvements  
Amounts: \$1,258,346  
Engineer: Chastain Engineers  
Steve Frerichs, Project Engineer – 847-287-6732  
[Sfrerichs@chastainengineers.com](mailto:Sfrerichs@chastainengineers.com)

Company: Village of Lombard  
1051 S. Hammerschmidt Aven  
Lombard, IL 60148  
Projects: 2019 Asphalt Paving & Patching Program  
Amounts: \$1,415,003.61  
Engineer: Village of Lombard  
Tom Dixon (Civil Engineering Technician) 630/620-5971  
[dixont@villgeoflombard.org](mailto:dixont@villgeoflombard.org)

Company: Village of Roselle  
474 Congress Circle North  
Roselle, IL 60172  
Projects: 2021 Street Improvements/ 2023 Street Improvements  
Amounts: 2021 - \$674,430.00  
2023 - \$1,228,405.07  
Engineer: Village of Roselle  
Karen Young, Director of Public Works 630/671-2365  
[kayoung@rosell.il.us](mailto:kayoung@rosell.il.us)

## CITY OF AURORA AGREEMENT

**THIS AGREEMENT**, entered on this \_\_\_\_\_ (“Effective Date”), for the (Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and \_\_\_\_\_ (“Bidder”), located at \_\_\_\_\_.

**WHEREAS**, the City issued an Invitation to Bid (“ITB”) on \_\_\_\_\_ for the \_\_\_\_\_; and

**WHEREAS**, the Bidder submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

**WHEREAS**, on \_\_\_\_\_, the City awarded a contract to Bidder, \_\_\_\_\_.

**IN CONSIDERATION** of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

### **1. Agreement Documents.**

The Agreement shall be deemed to include this document, Bidder’s response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid \_\_\_\_\_.

In connection with the ITB and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

### **2. Scope of Services.**

Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1.

### **3. Term.**

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

#### **4. Compensation.**

**Maximum Price.** In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

**Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

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**Standard of Performance.** Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

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**Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

#### **7. Miscellaneous Provisions.**

**a. Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

**b. Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

**c. Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

**d. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

CITY OF AURORA, ILLINOIS

(Contractor)

\_\_\_\_\_  
SIGNATURE

Jolene Coulter

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
DATE SIGNED

Director of Purchasing

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
TITLE



# Illinois Department of Transportation

## Certificate of Eligibility

Schroeder Asphalt Services, Inc.  
P. O. Box 831 HUNTLEY, IL 60142

Contractor No 5378

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$79,084,000.00

001	EARTHWORK	\$2,125,000	
005	HMA PAVING	\$36,425,000	B
012	DRAINAGE	\$1,925,000	
017	CONCRETE CONSTRUCTION	\$3,175,000	
032	COLD MILL PLAN. & ROTOMILL	\$12,025,000	
08A	AGGREGATE BASES & SURF. (A)	\$3,275,000	

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 10/21/2025 TO 10/31/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 10/21/2025.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAA) or as specified by local agency

*Justin Mann*  
Engineer of Construction



Apprenticeship**USA**

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**STANDARDS OF APPRENTICESHIP**

**Developed by**

**LiUNA Chicagoland Laborers' District Council Training  
& Apprentice Fund and Board of Trustees**

**AND**

**Construction and General Laborers' District  
Council of Chicago and Vicinity, Laborers'  
International Union of North America**

**For the occupation of**

**Construction Craft Laborer**

**O\*NET-SOC CODE: 47-2061.00**

**RAPIDS CODE: 0661HY**

**REGISTERED AS PART OF THE NATIONAL APPRENTICESHIP PROGRAM IN ACCORDANCE WITH THE  
BASIC STANDARDS OF APPRENTICESHIP ESTABLISHED BY THE SECRETARY OF LABOR**



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## **FOREWORD**

These LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Board of Trustees AND Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America Standards of Apprenticeship have as their objective the training of **laborers** skilled in all phases of the industry. The Sponsor recognizes that in order to accomplish this, there must be well-developed On-the-Job Learning (OJL) combined with Related Instruction.

This recognition has resulted in the development of these Standards of Apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the Sponsor can work to establish an apprenticeship training program that meets the particular needs of the area.

## **Geographic Area of Coverage**

The Standards apply in the geographic areas of the State of Illinois, including Lake, McHenry, Kane, DuPage, Kendall, Cook, Will, Grundy and Boone counties.

## **Participation/Jurisdiction**

These Standards apply to the signatory Employer and employee organizations, their members, to other Employers who subscribe to them in writing or are a party to the Collective Bargaining Agreement, and to all Apprenticeship Agreements resulting from these Standards of Apprenticeship (Standards).



## **SECTION I - PROGRAM ADMINISTRATION**

Program Sponsors are responsible for the administration of all aspects of a Registered Apprenticeship program. Sponsor means any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved. Sponsors will establish a Joint Apprenticeship Training Committee (JATC) to carry out the responsibilities and duties required of a Program Sponsor as described in these Standards of Apprenticeship.

### **Responsibilities of the JATC**

- A. Cooperate in the selection of Apprentices as outlined in this Apprenticeship Program (or Program).
- B. Ensure that all Apprentices are under written Apprenticeship Agreements.
- C. Review and recommend apprenticeship activities in accordance with this Program.
- D. Establish the minimum standards of education and experience required of Apprentices.
- E. Register the Standards with the Registration Agency.
- F. Arrange evaluations of Apprentices' progress in manipulative skills and technical knowledge.
- G. Maintain records of all Apprentices, showing their education, experience, and progress in learning the occupation.
- H. Certify to the Registration Agency that Apprentices have successfully completed their Apprenticeship Program.
- I. Notify, within 45 days, the Registration Agency of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions, and cancellations with explanation of causes.
- J. Supervise all the provisions of the Standards and be responsible, in general, for the successful operation of the Standards by performing the duties here listed. Cooperate with public and private agencies, which can be of assistance in obtaining publicity to develop public support of apprenticeship. Keep in contact with all parties concerned, including Apprentices, Employers, and Journeyworkers.
- K. Provide each Apprentice with a copy of these Standards, along with any applicable written rules and policies. Require the Apprentice to sign an acknowledgment receipt of same. Follow this procedure whenever revisions or modifications are made to the rules and policies.
- L. When notified that an Apprentice's Related Instruction or on-the-job progress is found to be unsatisfactory, the Sponsor will determine whether the Apprentice should continue in a probationary status and may require the Apprentice to repeat a process or series of



processes before advancing to the next wage classification. Should it be found in the course of this determination that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker, the Sponsor will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement, as provided in 29 CFR § 29.7(h)(1)(2)(i) and (ii).

- M. The Sponsor will provide each registered Apprentice with continuous employment, insofar as possible, sufficient to provide the opportunity for completion of his or her Apprenticeship Program. If the Sponsor is unable to fulfill its training and/or employment obligation in conformance with these Standards, the Sponsor will, per Section XXII of these Standards and with the Apprentice's consent, make a good-faith effort to facilitate a transfer of the Apprentice to another registered sponsor for completion of the apprenticeship.

If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional Apprentices are employed. The suspension and reinstatement of Apprentices shall be done in relation to retention of the most advanced Apprentice and in accordance with the company policy for breaks in seniority.

- N. Assess the current and prospective need for Apprentices and trainees in the area covered by the Program and adjust intake and recruiting efforts accordingly.
- O. Review qualifications and employ instructors and staff as needed.
- P. Coordinate the Training Program and Apprentice Program as appropriate for support in all aspects of program management. Cooperate with the National JATC in research and evaluation studies, report test results and participate in certification programs.
- Q. Hear and judge all complaints and/or violations of Apprenticeship Agreements, rendering decisions as required by majority vote and maintaining the written record of any such dispute. In its discretion, the JATC shall exercise its disciplinary authority to withhold periodic wage advancements or to cancel the Apprenticeship Agreement for causes such as unsatisfactory progress on the job or in related study, unwillingness/inability to learn, unreliability, lack of interest, insubordination, improper conduct, and drug and/or alcohol use at work or during related study. The Director of Apprenticeship has the authority to request an illegal substance or alcohol test. Allegations involving matters of Equal Employment Opportunity in apprenticeship shall be processed consistent with the requirements of the federal regulations 29 CFR 30.



- R. Determine the quality and quantity of experience on the job which Apprentices should have and to make every effort toward their obtaining it.
- S. Advise Apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace.
- T. Notify the appropriate Registration Agency of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and notice of completions of Apprenticeship Agreements.

### **Structure of the Joint Apprenticeship and Training Committee (JATC)**

- A. Members of the JATC will be selected by the groups they represent.
- B. Membership will be composed of an equal number of representatives of the Employer(s) and of the employees represented by a bona fide collective bargaining agent(s). The JATC shall be composed of 12 members, six appointed by the Construction and General Laborers' District Council of Chicago and Vicinity and six appointed by the Employer associations.
- C. Technical Assistance - such as that from the U.S. Department of Labor, Office of Apprenticeship and vocational schools - may be requested to advise the JATC.

### **Administrative Procedures**

- A. The JATC will select a chairperson and a secretary, one representing Labor and the other representing Employers and will determine the time and place of regular meetings. Meetings will be held as frequently as needed to effectively manage the Program. Written minutes of the meetings will be kept. The Union and MARBA shall designate three Union and three Employer Trustees, respectively, to serve on the Joint Apprentice Subcommittee. The term of membership on the JATC shall be three years subject to the right of the appointing Associations and District Council to remove and appoint Trustees.
- B. The chairperson and secretary will have the power to vote on all questions affecting apprenticeship.
- C. The offices of chairperson and secretary should rotate among members of the JATC.
- D. The JATC shall meet quarterly or more often if necessary to conduct its business. Special meetings may be called by the Chair or by the Secretary. A quorum at any meeting shall consist of three members with at least one from the Union trustees and one from the Employers trustees. Each interest group shall always maintain the authority to cast an



equal number of votes at JATC meetings. A record of the business conducted at each meeting shall be made.

- E. The JATC may delegate authority to the Executive Director of the Fund, Director of Apprenticeship and/or to the Coordinators of the Apprenticeship Program to carry out any of the responsibilities listed above in this Section I.

## **SECTION II - EQUAL OPPORTUNITY PLEDGE - 29 CFR §§ 29.5(b)(21) and 30.3(b)**

The recruitment, selection, employment, and training of Apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the Apprenticeship Program as required under 29 CFR § 30.



## **SECTION III - AFFIRMATIVE ACTION PLAN AND SELECTION PROCEDURES - 29 CFR §§ 29.5(b)(21), 30.4, and 30.5**

Sponsors with five or more registered Apprentices are required to adopt an affirmative action plan (Appendix C) and selection procedures (Appendix D), which will become part of these Standards of apprenticeship. However, the Office of Apprenticeship encourages the development of these two plans for all programs regardless of Apprentice numbers. For programs with fewer than five Apprentices, these plans are not required, and the Sponsor may continue to select Apprentices in conformance with its current human resources and equal employment opportunity hiring policies.

## **SECTION IV - QUALIFICATIONS FOR APPRENTICESHIP - 29 CFR § 29.5(b)(10)**

Applicants will meet the following minimum qualifications:

A. Age

Applicants must be 18 years or age or older..

B. Education

Applicants must have a tenth grade education or higher or must have completed a General Educational Development (GED) program or other high school equivalency program. Applicants must provide an official transcript(s) for high school showing completion of tenth grade or higher or a GED certificate or other high school equivalency credential if applicable.

C. Physical

Applicants must physically be able to perform the work of the trade.

D. Communication

Applicants must have a reading, understanding, writing and communicating ability that would enable the applicant to perform the tasks of the Construction Craft Laborer in a safe manner and would allow the applicant to comprehend the subject matter taught, in English only, in Related Instruction.

E. Driver's License

Applicants must have a valid driver's license.



F. Substance Abuse Testing

Applicants will pass a screen for the current illegal use of drugs and alcohol on acceptance into the Program and prior to being employed.

G. Legally Eligible

Applicants must legally be eligible to work in the United States.

All applicants will be required to complete an application form and provide substantiating evidence for the above qualifications. (See Appendix D.)

## **SECTION V - APPRENTICESHIP AGREEMENT - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(11)**

After an applicant for apprenticeship has been selected, but before employment as an Apprentice or enrollment in Related Instruction, the Apprentice will be covered by a written Apprenticeship Agreement (Appendix B) which can be submitted electronically through the RAPIDS, using the Apprentice Electronic Registration process. Such agreement will contain a statement making the terms and conditions of these Standards a part of the agreement as though expressly written therein. The Sponsor shall provide a copy of the Apprenticeship Agreement to the Apprentice, the Registration Agency, the Employer, and the Union. An additional copy will be provided to the veteran's state approving agency for those veteran Apprentices desiring access to any benefits to which they are entitled.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these Standards, the Sponsor's written rules and policies, the Apprenticeship Agreement, and the sections of the Collective Bargaining Agreement (CBA) that pertain to apprenticeship.

The Registration Agency will be advised within 45 days of the execution of each Apprenticeship Agreement and will be given all the information required for registering the Apprentice.

The Apprenticeship Agreement shall contain a provision making these Standards a part thereof including consent by the Apprentice to the authority of the Sponsor to transfer the Apprentice from one participating Employer to another for just cause. However, it is understood that an Apprentice who has entered the Program directly as a result of an Employer referral and offer of employment will not be transferred by the Sponsor from the referring Employer to another Employer unless the referring Employer cannot provide continuous employment or adequate OJL or unless the Employer refuses to release the employee to attend Apprenticeship Program classes. Furthermore, Apprentices who have entered the Program directly as a result of a referral and offer of employment shall not change Employers in violation of the rules of Sponsor. The Agreement Form shall identify any credit granted for previous experience, if any, and the entrance wage rate for the Apprentice as a percentage of the Journeyworker wage. The Sponsor will promptly notify the



Registration Agency of all cancellations or termination of agreements. The Apprentice shall be required to pay back a percentage of training costs if he/she leaves the Apprenticeship Program early to either accept a journeywork position or work in non-union jobs within the Laborers' work jurisdiction. Apprentices cannot be on Local Union Journeyman's Out of Work List until the completion of the Program.

If an Apprentice is temporarily released due to business conditions, he/she shall be given the opportunity to be reinstated before any additional Apprentice is employed by the same sponsoring Employer. The Sponsor may arrange for the transfer of the Apprenticeship Agreement to another Sponsor after receiving the consent of the Apprentice and the new Sponsor.

### **SECTION VI - SUPERVISION OF APPRENTICES AND RATIOS - 29 CFR § 29.5(b)(14) and 29 CFR § 29.5(b)(7)**

No Apprentice shall work without proper or adequate supervision of a Journeyworker.

For the purpose of these Standards, adequate or proper supervision of the Apprentice means the Apprentice is under the supervision of a fully qualified Journeyworker or supervisor at all times who is responsible for making work assignments, providing OJL, and ensuring safety at the worksite.

To adequately or properly supervise an Apprentice does not mean the Apprentice must be within eyesight or reach of the supervisor, but that the supervisor knows what the Apprentice is working on; is readily available to the Apprentice; and is making sure the Apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently.

The sponsor shall establish a numeric ratio of Apprentices to fully proficient workers (Journeyworkers) consistent with proper supervision, training, safety, continuity of employment, and applicable provisions in CBAs, except where such ratios are expressly prohibited by the CBAs.

The ratio language must be specific and clearly described as to its application to the jobsite, workforce, department, or plant. The ratio of Apprentices to fully proficient workers (Journeyworkers) will be as noted in Appendix A.

The Sponsor will be responsible for the training of the Apprentice on the job. Apprentices will be under the general supervision of the Sponsor and under the direct supervision of the Journeyworker to whom they are assigned. The Supervisor of Apprentice(s) designated by the Employer will be responsible for the Apprentice's work assignments and will ensure the Apprentice is working under the supervision of a skilled Journeyworker. The supervisor will also evaluate the Apprentice's work performance and will complete and submit progress reports to the Sponsor.

The ratio of Journeyworkers to Apprentices shall be six (6) Laborer Journeyworkers to one (1) Laborer Apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers



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being Apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer journeyworkers shall be entitled to one (1) Laborer Apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision per the CBA.

Apprentices shall work under the supervision of competent and qualified Journeyworkers on the job. Instruction in safety and safe work practices should be a part of job instruction in addition to that included in related OSHA regulations and in special off-job courses.

### **SECTION VII - TERM OF APPRENTICESHIP - 29 CFR § 29.5(b)(2)**

The term of the occupation will be two (2) years with an (OJL) attainment of 2,400 hours supplemented by the required hours of Related Instruction as stated on the Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

The initial minimum requirement shall be 600 hours per six months, which amount may be met by up to 50 hours of added classroom instruction, where relevant work experience is unavailable and which amount may be reduced by the Joint Committee, if less than 90% of Apprentices are able to obtain 600 hours of OJL. In no case shall the on the job learning requirement be less than 500 hours per six months, regardless of work availability.

When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee for individual Apprentices demonstrating exceptional skill and technical knowledge competencies in any module or major component of the work processes.

### **SECTION VIII - PROBATIONARY PERIOD - 29 CFR §§ 29.5(b)(8), and 29.5(b)(20)**

Every applicant selected for apprenticeship will serve a probationary period. The probationary period cannot exceed 25 percent of the length of the Program or 1 year, whichever is shorter. The probationary period shall be 500 hours of OJL hours.

The first 500 hours of employment for all entering Apprentices, without respect to any advanced standing awarded, shall constitute a probationary period, which shall be a part of the term of apprenticeship.

During the probationary period, either the Apprentice or the Sponsor may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing. The records for each probationary Apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and Related Instruction, and any disciplinary action taken during the probationary period.



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Any probationary Apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the Program.

After the probationary period, the Apprenticeship Agreement may be cancelled at the request of the apprentice or may be suspended or cancelled by the Sponsor for reasonable cause after documented due notice to the Apprentice and a reasonable opportunity for corrective action. In such cases, the Sponsor will provide written notice to the Apprentice and to the Registration Agency of the final action taken.

### **SECTION IX - HOURS OF WORK**

Apprentices will generally work the same hours as fully proficient workers (Journeyworkers), except that no Apprentice will be allowed to work overtime if it interferes with attendance in Related Instruction classes.

Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until they have accrued the required number of hours of training.

Apprentices also shall be subject to the same overtime or travel requirements as Journeyworkers but not to the degree that either conflicts with required Related Instruction. Apprentices may be discharged by the Employer for cause, including irresponsible work habits such as absences, late arrival, early departures, which may also result in termination from the Program by the Sponsor.



## **SECTION X - APPRENTICE WAGE PROGRESSION – 29 CFR § 29.5(b)(5)**

Apprentices will be paid a progressively increasing schedule of wages and fringe benefits during their apprenticeship based on the acquisition of increased skill and competence on the job and in Related Instruction. Before an Apprentice is advanced to the next segment of training or to fully proficient or Journeyworker status, the Sponsor will evaluate all progress to determine whether advancement has been earned by satisfactory performance in OJL and in Related Instruction courses. In determining whether satisfactory progress has been made, the Sponsor will be guided by the work experience and Related Instruction records and reports.

The progressive wage schedule and fringe benefits will be an increasing percentage of the fully proficient or Journeyworker wage rate as established in the CBA. The percentages that will be applied to the applicable fully proficient or Journeyworker rate are shown on the attached Work Process Schedule and Related Instruction Outline (Appendix A). In no case will the starting wages of Apprentices be less than that required by any minimum wage law that may be applicable.

## **SECTION XI - CREDIT FOR PREVIOUS EXPERIENCE – 29 CFR §§ 29.5(b)(12) and 30.4(c)(8)**

The Sponsor may grant credit toward the term of apprenticeship to new Apprentices. Credit will be based on demonstration of previous skills or knowledge equivalent to those identified in these Standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the Sponsor must submit the request at the time of application and furnish such records and affidavits to substantiate the claim. An applicant who is a veteran and who wishes to receive consideration for military training and/or experience must submit a DD-214 form. Applicants requesting credit for previous experience who are selected into the Apprenticeship Program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by the Sponsor during the probationary period, when actual on-the-job and Related Instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the Apprentice's previous work and training/education record and evaluation of the Apprentice's performance and demonstrated skill and knowledge during the probationary period.

An Apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Registration Agency will be advised of any credit granted and the wage rate to which the Apprentice is advanced.

The granting of advanced standing will be uniformly applied to all Apprentices. The Sponsor will be the sole judge of the amount of credit to be granted, if any. Credit awarded shall advance the Apprentice to the wage period such credit entitles the Apprentice.



## **SECTION XII - WORK EXPERIENCE - 29 CFR § 29.5(b)(3)**

During the apprenticeship, the Apprentice will receive OJL and Related Instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled Journeyworker. The OJL will be under the direction and guidance of the Apprentice's supervisor.

The work of the Construction Craft Laborer occupation is diverse; therefore, care must be taken to ensure that the families of tasks and clusters of job skills are organized so that the Sponsor can track the experience and training being received by the Apprentice.

While modifications may be required from time to time to accommodate the type of construction work available in the area, Apprentices are encouraged to gain experience in all of the commonly accepted major industry divisions. The four industry divisions are: (a) environmental remediation, (b) building construction, (c) heavy/highway construction and (d) underground construction. It is to be noted that the skills used are not necessarily discrete to one grouping.

The Sponsor will identify those skill clusters most important to success at the Journeyworker level in the locality in which the Program operates. The Sponsor will plan rotation and off-site instruction to meet those particular requirements.

Participation by the Apprentice in off-job and skill center manipulative skill training is particularly relevant to rounding out the skills acquired as noted above. It is the only viable alternative in dangerous, hazardous work. Moreover, the time spent in this form of tutoring skills is almost totally 100% training time as contrasted with the reverse in normal work time with its focus on productive output. It is for this reason the Sponsor may give added value to the time spent in such controlled training environments when determining the completion of a major component of the work processes and group skill modules.



## **SECTION XIII - RELATED INSTRUCTION - 29 CFR § 29.5(b)(4)**

Every Apprentice is required to participate in coursework related to the job as outlined in Appendix A. A minimum of 144 hours of Related Instruction is recommended for each year of the apprenticeship. Apprentices agree to take such courses as the Sponsor deems advisable. The Sponsor will secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns, or areas having no vocational schools or other schools that can furnish Related Instruction, the Sponsor may require Apprentices to complete the Related Instruction requirement through Electronic Media or other instruction approved by the Registration Agency.

Each Apprentice may be paid a Trainee Allowance as determined by the Sponsor, while attending the required hours of related training.

The Sponsor will inform each Apprentice of the availability of college credit (if applicable).

Any Apprentice who is absent from Related Instruction will satisfactorily complete all coursework missed before being advanced to the next period of training. In cases of failure of an Apprentice to fulfill the obligations regarding Related Instruction without due cause, the Sponsor will take appropriate disciplinary action and may terminate the Apprenticeship Agreement after due notice to the Apprentice and opportunity for corrective action.

To the extent possible, Related Instruction will be closely correlated with the practical experience and training received on the job. The Sponsor will monitor and document the Apprentice's progress in Related Instruction classes.

The Sponsor will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. The Sponsor may require the instructors to attend instructor training to meet the requirements of 29 CFR § 29.5(b)(4)(i)(ii) or state regulations.

Related Instruction provided by the Sponsor is identified in Appendix B.

## **SECTION XIV - SAFETY AND HEALTH TRAINING - 29 CFR § 29.5(b)(9)**

All Apprentices will receive instruction in safe and healthful work practices both on the job and in Related Instruction that are in compliance with the Occupational Safety and Health Administration standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, or state standards that have been found to be at least as effective as the federal standards.

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.



## **SECTION XV - MAINTENANCE OF RECORDS – 29 CFR §§ 29.5(b)(6), 29.5(b)(23), and 30.8**

Program Sponsors are responsible for maintaining, at a minimum, the following records:

- summary of the qualifications of each applicant;
- basis for evaluation and for selection or rejection of each applicant;
- records pertaining to the applicant's qualifications;
- the original application;
- records of each Apprentice's OJL;
- Related Instruction reviews and evaluations;
- progress evaluations;
- record of job assignments, promotions, demotions, layoffs, or terminations, rates of pay; and
- any other actions pertaining to the apprenticeship

Program Sponsors will also maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, the Sponsor's outreach, recruitment, and selection process. Such records will clearly identify minority and female (minority and nonminority) applicants and must include, among other things, the basis for evaluation and for selection or rejection of each applicant. For a complete list of records that each sponsor is required to maintain under 29 CFR § 30, please refer to 29 CFR § 30.8. Sponsoring Employers must maintain records of applicants and apprentices as required by law.

All such records are the property of the Sponsor and will be maintained for a period of 5 years from the date of last action. They will be made available to the Registration Agency upon request.

The Sponsor will maintain for a period of five (5) years from the date of last action, all records relating to Apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

**Apprentice Work Records:** The Apprentice will maintain a work record showing the amount and type of work being performed classified in accordance with the designations of the work processes as shown in Appendix A. Work record forms will be provided to each apprentice. Work records are to be submitted to the Committee at one month intervals to be recorded in the apprentices' master record. Work records together with off-site instruction and training reports will be used by the JATC in determining advancements, completions, and reassignment needs.



## ApprenticeshipUSA

Committee Records: The JATC shall maintain descriptive records on all equal employment opportunity and affirmative action matters. These include documentation of outreach efforts, application notices, applications and their disposition, and actions taken.

The JATC shall also maintain records of disciplinary or adverse actions, hearings and decisions made, involuntary actions relative to the Program, enrolled Apprentices, participating employers, Registration Agency, or any legal proceedings involving the Committee.

The Apprentice will authorize an effective release of their completed Related Instruction records from the local school authorities to the JATC. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the JATC. This record will be included in each apprentice's record file maintained by the JATC.

Before each period of advancement, or at any other time when conditions warrant, the JATC will evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's Related Instruction or on-the-job progress is found to be unsatisfactory, the JATC may determine whether the Apprentice will continue in a probationary status, or require the Apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the JATC will initiate a performance improvement plan with the apprentice.

Should it be found that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker, the JATC will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement.



## **SECTION XVI - CERTIFICATE OF COMPLETION OF APPRENTICESHIP - 29 CFR § 29.5(b)(15), and Circular 2015-02**

Upon satisfactory completion of the requirements of the Apprenticeship Program as established in these Standards, the Sponsor will so certify to the Registration Agency and request the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s). Such requests may be completed electronically using the supplied U. S. Department of Labor, ETA, Office of Apprenticeship, Application for Certification of Completion of Apprenticeship Form in (Appendix B), accompanied by the appropriate documentation for both OJL and the Related Instruction as may be required by the Registration Agency.

## **SECTION XVII - NOTICE TO REGISTRATION AGENCY - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(19)**

The Registration Agency must be notified within 45 days of any Apprentice action - e.g., registered, reinstated, extended, modified, granted credit, completed, transferred, suspended, canceled - and a statement of the reasons therefor.

## **SECTION XVIII - REGISTRATION, CANCELLATION, AND DEREGISTRATION - 29 CFR §§ 29.5(b)(18), 29.8(a)(2), and 29.8(b)(8)**

These Standards will, upon adoption by the Sponsor, be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.

The Sponsor reserves the right to discontinue at any time the Apprenticeship Program set forth herein. The Sponsor will notify the Registration Agency within 45 days in writing of any decision to cancel the Program.

The Registration Agency may initiate deregistration of these Standards for failure of the Sponsor to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

The Sponsor will notify each Apprentice of the cancellation of the Program and the effect of same. If the Apprenticeship Program is cancelled at the Sponsor's request, the Sponsor will notify the apprentice(s) within 15 days of the date of the Registration Agency's acknowledgment of the Sponsor's request. If the Registration Agency orders the deregistration of the Apprenticeship Program, the Sponsor will notify the apprentice(s) within 15 days of the effective date of the order. This notification will conform to the requirements of 29 CFR § 29.8.



## **SECTION XIX - AMENDMENTS AND MODIFICATIONS - 29 CFR § 29.5(b)(18)**

These Standards may be amended or modified at any time by the Sponsor provided that no amendment or modification adopted will alter any Apprenticeship Agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each Apprentice to whom the amendment or modification applies.

## **SECTION XX - ADJUSTING DIFFERENCES; COMPLAINT PROCEDURE - 29 CFR §§ 29.5(b)(22), 29.7(k), and 30.11**

The Sponsor will have full authority to enforce these Standards. Its decision will be final and binding on the Employer, the Sponsor, and the apprentice, unless otherwise noted below.

If an applicant or an Apprentice believes an issue exists that adversely affects his/her participation in the Apprenticeship Program or violates the provisions of the Apprenticeship Agreement or Standards, the applicant or Apprentice may seek relief through one or more of the following avenues, based on the nature of the issue:

### **29 CFR § 29.7(k)**

For issues regarding wages, hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the applicable grievance and arbitration procedures contained in the CBA.

The Sponsor will hear and resolve all complaints of violations concerning the Apprenticeship Agreement or Standards for which written notification is received within 15 days of the alleged violations. The Sponsor will make such rulings, as it deems necessary, in each individual case within 30 days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process, and dispose of complaints is: The LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund located at 1200 Old Gary Ave. Carol Stream, Illinois, 60188.



## Discrimination Complaints

(29 CFR Part 30)

Any Apprentice or applicant for apprenticeship who believes that he/she has been discriminated against based on race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in 29 CFR § 30.17, may personally or through an authorized representative, file a written complaint with the Registration Agency with whom the Apprenticeship Program is registered or EEOC.

Registration agency is the US/DOL/OA, Jose Velazquez, Deputy Administrator, Frances Perkins Building, 200 Constitution Avenue, NW, Washington, DC 20210. E-mail: [Velazquez.jose.a@dol.gov](mailto:Velazquez.jose.a@dol.gov) Office phone number: 202.693.2909.

Generally, a complaint must be filed within 300 days of the alleged discrimination or specified failure to follow the equal opportunity standards. However, for good cause shown, the Registration Agency may extend the filing time. The time period for filing is for the administrative convenience of the Registration Agency and does not create a defense for the respondent.

Each complaint must be made in writing and must contain the following information:

- i The complainant's name, address and telephone number, or other means for contacting the complainant;
- ii The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination)
- iii A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why complainant believes the actions were discriminatory.
- iv The complainant's signature or the signature of the complainant's authorized representative.

Complaints of discrimination in the Apprenticeship Program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

The JATC will provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

On any dispute or complaint appealed to the registration agency, the Committee's further action will conform to the procedures published by that agency.

Neither the JATC; the JATC's sponsoring Employer and union organizations; nor their officers, members, employees, or agents; shall be liable financially or otherwise for actions taken by the JATC, or the consequences of such actions, with respect to:



1. Withholding apprenticeship from any individual because of the individual's lack of qualifications, or because of the unavailability of employment or training opportunities; or
2. Cancellation of the Apprenticeship Agreement for cause; or
3. Non-referral of Apprentices to an Employer that fails to comply with the requirements of these Standards or the JATC, and/or removal of currently-employed Apprentices from such Employer; or
4. Inability of the JATC to provide employment opportunities and OJL; or
5. Failure of an Employer or an Apprentice to comply with legal requirements such as workers compensation, safety and health regulations, regulations relating to the employment of legal minors, or other federal, state or local mandates.

### **SECTION XXI - COLLECTIVE BARGAINING AGREEMENTS - 29 CFR § 29.11**

Nothing in this part or in any Apprenticeship Agreement will operate to invalidate:

- (a) Any apprenticeship provision in any CBA between Employers and employees establishing higher apprenticeship standards; or
- (b) Any special provision for veterans, minority persons, or women in the standards, Apprentice qualifications or operation of the Program, or in the Apprenticeship Agreement, which is not otherwise prohibited by law, executive order, or authorized regulation.

### **SECTION XXII - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION - 29 CFR § 29.5(13)**

The Transfer of an Apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the Apprentice and the affected Apprenticeship Committees or Program Sponsors and must comply with the following requirements:

- i. The transferring Apprentice must be provided a transcript of Related Instruction and OJL by the committee or program sponsor;
- ii. Transfer must be to the same occupation; and
- iii. A new Apprenticeship Agreement must be executed when the Transfer occurs between the program sponsors.

The Apprentice must receive credit from the new sponsor for the training already satisfactorily completed.



It is the responsibility of the JATC to provide, insofar as possible, reasonably continuous employment for all Apprentices in the Program. Where the business of a participating Employer is not able to sustain reasonably continuous employment for the assigned apprentices, the JATC will attempt to arrange Transfer of apprentices to another participating Employer. An Apprentice who has entered the Program directly as a result of an Employer referral and offer of employment will not be transferred by the JATC from the referring Employer to another unless the referring Employer cannot provide continuous employment. If an Apprentice is laid off by a referring Employer, the Apprentice may accept employment from another Employer. If, however, after layoff an Apprentice accepts re-employment with the referring Employer, the Apprentice may not transfer to another Employer without permission of the JATC. Furthermore, if the nature of the participating Employer's business does not offer the diversity of work experience in the various processes of the trade or adequate OJL, the Committee may transfer apprentices to another participating Employer. Where there is an allegation of inadequate OJL, the JATC will provide the Employer with notice of any deficiencies and will provide the Employer a reasonable opportunity to correct deficiencies. The JATC shall determine whether there are deficiencies and the reasonableness of the Employer's action in correcting deficiencies. The Apprentice must receive credit from the new Employer for the training already satisfactorily completed. If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional apprentices are employed.

An Employer that obtains the services of an Apprentice by a direct referral shall release the employee to attend Apprenticeship Program Classes and shall continue to employ the Apprentice as long as there is sufficient work, and as long as the Employer has the resources to provide OJL, provided the Apprentice has not given cause for termination. An Employer who violates this rule may be excluded by the JATC from using apprentices in the future. Notwithstanding the foregoing, the referring Employer may reject an applicant without cause only during the first thirty (30) days of the applicant's employment. However, an Employer shall not be required to continue to employ Apprentices whose attendance, cooperation or other work habits are cause for discharge, but shall not be permitted to reject an applicant based solely upon the applicant's lack of training or experience. Employers shall not employ an Apprentice who is required to remain in the employment of a referring Employer.

### **SECTION XXIII - RESPONSIBILITIES OF THE APPRENTICE**

Apprentices, having read these Standards formulated by the Sponsor, agree to all the terms and conditions contained herein and agree to abide by the Sponsor's rules and policies, including any



## ApprenticeshipUSA

amendments, and to serve such time, perform such manual training, and study such subjects as the Sponsor may deem necessary to become a skilled Journeyworker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the Apprenticeship Program:

- A. Maintain and make available such records of work experience and training received on the job and in Related Instruction as may be required by the Sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the Employer to whom the Apprentice is assigned for the duration of the apprenticeship, unless the Apprentice is reassigned to another Employer or the Apprenticeship Agreement is terminated by the Sponsor.

Apprentice Responsibilities: The Committee shall impress upon each entering Apprentice that in signing the Apprenticeship Agreement, he or she voluntarily agrees to abide by the provisions of the Standards. The major responsibilities and obligations of the Apprentice follow:



- (1) Perform diligently and faithfully the work of the trade and other pertinent duties as assigned by the Employer.
- (2) Respect the property of the Employer and abide by the working rules and regulations of the Employer and the Committee.
- (3) Get along with other apprentices and Journeyworkers and carry out the instruction given by supervisors.
- (4) Attend regularly and complete satisfactorily the required hours of instruction and/or home study as stipulated in the Standards.
- (5) Conduct oneself at all times in a creditable, ethical and moral manner striving to enhance the dignity and craft worker status of the Construction Craft Laborer.

Failure to demonstrate willingness or ability to acquire the knowledge and skills of this craft, or failure to meet the Apprentice responsibilities and obligations as outlined in these Standards and in the rules and regulations of the Committee, may result in cancellation of the Apprenticeship Agreement.

## **SECTION XXIV - TECHNICAL ASSISTANCE**

Technical assistance, such as that from the U.S. Department of Labor's Office of Apprenticeship and vocational schools, may be requested to advise the Sponsor.

The Sponsor is encouraged to invite representatives from industry, education, business, private organizations, and public agencies to provide consultation and advice for the successful operation of its training program.

## **SECTION XXV - CONFORMANCE WITH FEDERAL LAWS AND REGULATIONS**

No Section of these Standards of Apprenticeship shall be construed as permitting violation of any Federal Law or Regulation.



## **SECTION XXVI - DEFINITIONS**

**APPRENTICE:** Any individual employed by the Employer meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the Sponsor providing for training and Related Instruction under these Standards and who registers with the Registration Agency.

**APPRENTICE ELECTRONIC REGISTRATION (AER):** An electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides program sponsors with a faster turnaround on their submissions and access to their Apprenticeship Program data.

**APPRENTICESHIP AGREEMENT:** The written agreement between the Apprentice and the Sponsor setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

**APPRENTICESHIP COMMITTEE (COMMITTEE):** Those persons designated by the Sponsor to act as agents for the Sponsor in the administration of the program. A joint committee is composed of an equal number of representatives of the Employer(s) and of the employees represented by a bona fide collective bargaining agent(s).

**CERTIFICATE OF COMPLETION OF APPRENTICESHIP:** The credential issued by the Registration Agency to those registered Apprentices certified and documented as having successfully completed the Apprentice training requirements outlined in these Standards of Apprenticeship.

**COLLECTIVE BARGAINING AGREEMENT:** The negotiated agreement between the signatory Union and signatory Employer(s) that sets forth the terms and conditions of employment.

**ELECTRONIC MEDIA:** Media that utilize electronics or electromechanical energy for the end user (audience) to access the content. Includes, but is not limited to, electronic storage media, transmission media, the Internet, extranets, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

**EMPLOYER:** Any person, business, organization or company signatory to this Sponsor's Standards employing an Apprentice (whether or not such an entity is a party to an Apprenticeship Agreement with the Apprentice) that is responsible for providing hours of work, supervision, wages, and/or benefits to apprentices in its employ as registered under these Standards.

**HYBRID OCCUPATION (HY):** An occupation using an apprenticeship approach that measures the individual apprentice's skill acquisition through a combination of a specified minimum number of hours of OJL and the successful demonstration of competency as described in a work process schedule.

**JOURNEYWORKER:** A worker who has attained a level of skills, abilities, and competencies recognized within an industry as mastery of the skills and competencies required for the occupation. The term may also refer to a mentor, technician, specialist, or other skilled worker who



has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.

**O\*NET-SOC CODE:** The Occupational Information Network (O\*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O\*NET classification uses an 8-digit O\*NET-SOC code.

**ON-THE-JOB LEARNING (OJL):** Tasks learned on-the-job in which the Apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

**REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS):** A federal system that provides for the automated collection, retention, updating, retrieval, and summarization of information related to apprentices and apprenticeship programs.

**REGISTRATION AGENCY:** The U.S. Department of Labor's Office of Apprenticeship that has responsibility for registering apprenticeship programs and apprentices, providing technical assistance, conducting reviews for compliance with 29 CFR §§ 29 and 30, and conducting quality assurance assessments.

**RELATED INSTRUCTION:** An organized and systematic form of instruction designed to provide the Apprentice with knowledge of the theoretical and technical subjects related to the Apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, Electronic Media, or other forms of self-study approved by the Registration Agency.

**SPONSOR OR PROGRAM SPONSOR:** Any person, association, committee, or organization that operates an apprenticeship program and in whose name the program is registered that assumes the full responsibility for administration and operation of the apprenticeship program. The Sponsor of this Apprenticeship Program is the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund.

**STANDARDS OF APPRENTICESHIP (STANDARDS):** This entire document, including all appendices and attachments hereto, and any future modifications and additions approved by the Registration Agency.

**SUPERVISOR OF APPRENTICE(S):** An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

**TRANSFER:** A shift of apprenticeship registration from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the Apprentice and the affected Apprenticeship Committees or Program Sponsors.

**UNION:** The signatory union and any of its affiliated local unions party to a labor agreement with the signatory employer(s). The Union is the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America



**SECTION XXVII - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS AND ALL APPENDICES**

The LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Board of Trustees AND Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America hereby adopt these Standards of apprenticeship on this <sup>4</sup><sub>5</sub> day of September, 2018 to be effective on and after January 1, 2019.

Illinois Road Builders Assn.  
Lake County Contractors Assn.  
Underground Contractors Assn.  
MARBA

Construction and General Laborers'  
District Council of Chicago and  
Vicinity, Laborers Union International  
of North America

Employer Trustees

Union Trustees

Shane Higgins

James P. Connolly

Joseph Koppers

Martin Flanagan

David Lorig

Charles LoVerde III

Robert G. Krug

Joseph Healy

William Vignocchi

William Martin

Seth Gudeman

Martin Dwyer

Officially registered as incorporating the Standards of the  
Office of Apprenticeship  
United States Department of Labor

Kim Jones, Illinois State Director  
Office of Apprenticeship

April 12, 1999

IL017990001

Date of Registration

Registration Number

Revised: February 1, 2019



**Appendix A**

**WORK PROCESS SCHEDULE  
AND  
RELATED INSTRUCTION OUTLINE**



## Appendix A

### **WORK PROCESS SCHEDULE Construction Craft Laborer O\*NET-SOC CODE: 47-2061.00 RAPIDS CODE: 0661HY**

This schedule is attached to and a part of these Standards for the above identified occupation.

#### **1. TYPE OF OCCUPATION**

The hybrid approach measures skill acquisition through a combination of specified minimum number of hours of on-the-job learning (OJL) and the successful demonstration of competency as described in a work process schedule.

#### **2. TERM OF APPRENTICESHIP**

The term of the occupation shall be minimum two (2) years with an OJL attainment of 2,400 hours supplemented by 360 hours of Related Instruction.

#### **3. RATIO OF APPRENTICES TO JOURNEYWORKERS**

The ratio of Journeyworkers to Apprentices shall be six (6) Laborer Journeyworkers to one (1) Laborer Apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being Apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer Journeyworkers shall be entitled to one (1) Laborer Apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision per the CBA.

#### **4. APPRENTICE WAGE SCHEDULE**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current Journeyworker wage rate. Journeyworker Scale is \$42.72 per hour plus benefits as of June 1, 2018.

The work and training schedule is as follows:

- 1<sup>st</sup> 6 months + 600 Hours OJL +120 Hours Related Instruction
- 2<sup>nd</sup> 6 months + 1200 Cumulative Hours OJL + 80 Hours Relation Instruction
- 3<sup>rd</sup> 6 months + 1800 Cumulative Hours OJL + 80 Hours Related Instruction
- 4<sup>th</sup> 6 months + 2400 Cumulative Hours OJL + 80 Hours Related Instruction



5. **WORK PROCESS SCHEDULE** (See attached Work Process Schedule)

The Sponsor may modify the work processes to meet local needs prior to submitting these Standards to the appropriate Registration Agency for approval.

6. **RELATED INSTRUCTION OUTLINE** (See attached Related Instruction Outline)



**WORK PROCESS SCHEDULE**  
**Construction Craft Laborer**  
**O\*NET-SOC CODE: RAPIDS CODE: 0661HY**

**Work Process Schedule for Construction Craft Laborer**

The following list of general and specialty tasks represent skills required by a Construction Craft Laborer (CCL) in a high performance industry. In general, the skills represent competencies in managing and understanding resources, information, technology, systems, and interpersonal relations.

Where consistent with the available work, the following general skills should be mastered by all Construction Craft Laborers.

	<b>APPROXIMATE HOURS</b>
<b>I. General Skills</b>	600 - 1600 hours
<b>A. Site/Project Preparation &amp; Maintenance</b>	200 - 600 hours
<ul style="list-style-type: none"><li>• Transportation, erecting, dismantling and stockpiling of scaffolding and work platforms</li><li>• Grading and compaction</li><li>• Rigging &amp; signaling for work traditionally performed by Construction Craft Laborers</li><li>• Site preparation, clearing, clean-up and security</li></ul>	
<b>B. Tools, Equipment and Materials</b>	200 - 600 hours
<ul style="list-style-type: none"><li>• Tool, equipment and material recognition and preparation</li><li>• Hand, electric, gas, pneumatic and power tools</li><li>• Tool/equipment use and maintenance</li><li>• Tool, equipment and material storage and security</li></ul>	
<b>C. Safety</b> (continuous throughout all phases of on-the-job learning and related instruction)	200 - 400 hours
<ul style="list-style-type: none"><li>• Confined space safety</li><li>• Flagging, signing and traffic awareness</li><li>• Hazard material recognition</li><li>• Trenching and site excavation safety</li></ul>	



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<b>II. Specific Skills</b>	1400 – 2600 hours
Where available and required for the job, we expect the Apprentice to gain experience in each of the following specific groups	
<b>A. Building Construction</b>	440 – 700 hours
Concrete (placement and removal) Landscaping Mason/plasterer tending	
<b>B. Heavy/Highway Construction</b>	440 – 800 hours
Concrete (placement and removal) Asphalt (placement and removal)	
<b>C. Underground Construction</b>	440 – 800 hours
Pipe laying for work traditionally performed By Construction Craft laborers Tunnel and Shaft Drilling and blasting Concrete (placement and removal) Utility work	
<b>D. Environmental</b>	80 – 100 hours
Rules and regulations (lead, asbestos and hazardous waste) Hazard awareness (lead, asbestos and hazardous waste) Personal protective equipment EPA, Illinois regulations	
<b>Total Hours</b>	2000 – 4000 hours

**2400  
TOTAL MINIMUM HOURS**



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**RELATED INSTRUCTION OUTLINE**  
**Occupation Title**  
**O\*NET-SOC CODE: RAPIDS CODE: 0661 HY**

Related instruction - This instruction shall include, but not be limited to:

**Related Education Schedule**

**Approximate Hours**

FIRST YEAR APPRENTICE RELATED TRAINING SCHEDULE

**First Week of Training:**

Apprentice Program Benefits Orientation	2 Hours
Apprentice and Union Orientation	4 Hours
Back Safety	4 Hours
Hazard Communication Training	2 Hours
First Aid/CPR/AED	6 Hours
Employability Skills	4 Hours
Construction Math	8 Hours
Work Zone Safety/Flagger Certification	10 Hours

**Total**

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**40 Hours**

The remaining 320 hours of additional required Apprentice Related Training, of which, 200 hours are mandatory during the first year of the Program and the outstanding 160 hours to be completed during the second year of the Program, will consist of the following courses:

Scaffold Builder	40 Hours
Concrete	40 Hours
30 Hour OSHA	40 Hours
Mason Tending	40 Hours
Pipelaying	40 Hours
Environmental Awareness	40 Hours
Blueprint Reading	40 Hours
Burning	16 Hours
Pneumatic Tools	32 Hours

**Total**

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**320 Hours**

Total Training Hours 360 Hours

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## **Appendix B**

### **CONSTRUCTION CRAFT LABORER APPRENTICE PROGRAM APPRENTICESHIP AGREEMENT**

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# CONSTRUCTION CRAFT LABORER APPRENTICE PROGRAM

## APPRENTICESHIP AGREEMENT

### UNION OBLIGATIONS OF THE APPRENTICE

Participation in the apprentice program is contingent upon the apprentice meeting obligations to the Local Union to which he/she is assigned. Any apprentice not in good standing with the Local Union to which they were assigned, is not eligible for employment or to attend off-the-job related instruction or training.

### OFF THE JOB RELATED INSTRUCTION AND TRAINING

All scheduled training classes will be conducted at the LiUNA Chicagoland Laborers' District Council Training and Apprentice Fund (or "Fund") in either the Carol Stream or the City of Chicago Training Facility, Monday through Friday, 7 am to 3:30 pm. It is the responsibility of the apprentice to verify which location each class will be taught.

### ATTENDANCE

Apprentices must attend all off-the-job instruction and training as assigned and scheduled **whether they are working or not**. Appropriate notice will be given by mail to the apprentice of scheduled training dates. The apprentice **must confirm training dates with the training office and give their employer notice of the training dates as soon as possible**.

Apprentices must be on time for training classes and must be appropriately dressed. Appropriate work clothing includes work pants (no shorts), shirts with sleeves (long or short) and safety-toe boots. Apprentices should also dress appropriately for the weather conditions (hot, cold, etc.). Training will be conducted indoors and outdoors. Once hard hats, gloves and safety glasses are assigned to the apprentice they are responsible for bringing them to class each day.



## VIOLATION ASSESSMENTS

An apprentice shall be considered **late** for training classes if the apprentice arrives 1–10 minutes past the starting time of the scheduled class.

An apprentice shall be considered **tardy** for training classes if the apprentice arrives 11-60 minutes past the starting time of the scheduled class.

An apprentice shall be considered **absent-unexcused** for training classes if the apprentice arrives more than 60 minutes past the starting time of the scheduled class; or does not attend a day of scheduled training; or leaves class without authorization.

An apprentice shall be considered **absent-excused** if the apprentice's absence from scheduled class is for personal medical reasons, a death in the immediate family, a court appearance or because of military obligations. **Written documentation substantiating the reason for the absence must be submitted to the Joint Apprenticeship and Training Committee (JATC) within one week of the absence.**

**Any missed training will require the apprentice to promptly make up the time missed or repeat the entire class at the discretion of the Apprenticeship Directorship or Apprentice Coordinator. Certificates, training stipends and wage increases cannot be awarded until the apprentice completes the required training.**

### ASSESSMENT OF POINTS FOR RULE VIOLATIONS

<b><u>POINTS</u></b>	<b><u>VIOLATION</u></b>
1	Late hour reports (received after the 10 <sup>th</sup> of the month)
5	Late for scheduled class
10	Tardy for scheduled class
15	Absent-unexcused for scheduled class
10	Violation of JATC rule
10	Violation of CLTAF rule.

An apprentice will be placed on probation if 20 or more points are accumulated during a period of apprenticeship. An apprentice will be terminated from the apprenticeship program if 31 or more points are accumulated during a period of apprenticeship.

The first 500 hours of employment for all entering apprentices shall constitute a probationary period, which shall be a part of the term of apprenticeship. During the probationary period the Apprenticeship Agreement may be terminated by the JATC or apprentice without stating a cause or hearing. After the probationary period, the agreement may be cancelled with good cause by the JATC.



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## PERIODS OF APPRENTICESHIP

An apprentice begins their two year term as an apprentice at 60% of Journeyworker wages.

They are required to complete 40 hours of initial training and:

**In order to advance to the next level, first year, second 6 months (70%) the apprentice needs to have completed:**

- 600 hours of on-the-job learning (OJL)
- 6 months from their acceptance date into the program
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

**In order to advance to the second year, first 6 months (80%) the apprentice needs to have completed:**

- A total of 1200 hours (cumulative) of OJL
- 6 months from their last level increase
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

**In order to advance to the second year, second 6 months (90%) the apprentice needs to have completed:**

- A total of 1800 hours (cumulative) of OJL
- 6 months from their last level increase
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

**In order to complete the apprentice program and advance to 100% Journeyworker rate, the apprentice needs to have completed:**

- A total of 2400 hours (cumulative) OJL
- 6 months from their last level increase
- And their last 80 hours of instruction
- And must attend one Union meeting per quarter
- Introduction to Labor History I
- Introduction to Labor History II



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## RESPONSIBILITIES OF AN APPRENTICE

Apprentices, having read these standards formulated by the sponsor, agree to all the terms and conditions contained herein and agree to abide by the sponsor's rules and policies, including any amendments, and to serve such time, perform such manual training, and study such subjects as the sponsor may deem necessary to become a skilled journeyworker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. Maintain and make available such records of work experience and training received on the job and in related instruction as may be required by the sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the employer to whom the apprentice is assigned for the duration of the apprenticeship, unless the apprentice is reassigned to another employer or the Apprenticeship Agreement is terminated by the sponsor.
- D. Perform diligently and faithfully the work of the trade and other pertinent duties as assigned by the employer.
- E. Respect the property of the employer and abide by the working rules and regulations of the employer and the Committee.
- F. Get along with other apprentices and journeyworkers and carry out the instruction given by supervisors.
- G. Attend regularly and complete satisfactorily the required hours of instruction and/or home study as stipulated in the standards.
- H. Conduct oneself at all times in a creditable, ethical and moral manner striving to enhance the dignity and craft worker status of the Construction Craft Laborer.

Failure to demonstrate willingness or ability to acquire the knowledge and skills of this craft, or failure to meet the apprentice responsibilities and obligations as outlined in these Standards and in the rules and regulations of the Committee, may result in cancellation of the Apprenticeship Agreement.

\*Affirmative action statement, work process schedule statement, training allowance and apprentice related instructional hour statement can be referenced in the [Apprenticeship Standards for LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund.](#)



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## MISCELLANEOUS RULES

Apprentices shall immediately notify the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund by mail, in person or by calling 1-630-653-0006 of any change in address or telephone number.

If an apprentice fails to notify the Fund of a change of address and, as a result, does not attend scheduled classes because of not receiving notification to attend, that apprentice's absence from those classes shall be considered absent-unexcused.

An apprentice may not quit a job with a contractor, nor change contractors without approval from the Directorship of Apprenticeship.

An apprentice may be discharged from employment because of unsatisfactory work, improper conduct, indifference to rules and regulations or insubordination. During the apprentice's probationary period, such discharge will automatically result in termination from the apprentice program.

Apprentices laid off by their employer due to lack of work or reduction in workforce shall immediately notify the Director of Apprenticeship and their Local of such lay off.

Apprentices called back to work by the employer shall immediately notify the Apprentice Coordinator and their Local.

Apprentices shall complete monthly employment work reports and submit them by the 10<sup>th</sup> day of the following month to the Joint Apprenticeship Training Committee.

Apprentices must abide by all rules, regulations and conditions of application of the Fund.

Apprentices must abide by all requirements of the Apprenticeship Standards for Construction Craft Laborer (DOL #869-463-580).

Apprentices who fail to fulfill their mandatory quarterly union meeting attendance obligation will be assessed 10 violation points per quarter and will not receive any corresponding training stipends.



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# **Appendix C**

## **AFFIRMATIVE ACTION PLAN**

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# **AFFIRMATIVE ACTION PLAN**

**ADOPTED BY**

**LiUNA Chicagoland Laborers' District Council  
Training & Apprenticeship Fund and Board of Trustees**

**Chicago District Council, Laborers International  
Union of North America**

**AS REQUIRED UNDER TITLE 29, CODE OF FEDERAL REGULATIONS, PART 30  
AMENDED MAY 12, 1978**

**DEVELOPED IN COOPERATION WITH THE  
U. S. DEPARTMENT OF LABOR  
OFFICE OF APPRENTICESHIP**

## **SECTION I - INTRODUCTION**

The JATC enters this Affirmative Action Plan (AAP) with good faith for the purpose of promoting equality of opportunity into its Registered Apprenticeship Program. The JATC seeks to increase the recruitment of qualified women and/or minorities for possible selection into the apprenticeship program in the event women and/or minorities are underutilized in the apprenticeship program. The JATC hereby adopts the following nondiscriminatory pledge and the AAP.

This AAP is a supplement to the Apprenticeship Standards. Any changes made by the JATC will become part of this written AAP, once approved by the Registration Agency.

## **SECTION II - EQUAL OPPORTUNITY PLEDGE**

The JATC commits to the following Equal Opportunity Pledge:

LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex, (including pregnancy and gender identity) sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30, Section 5 (c)(1).

## **SECTION III - UTILIZATION AND ANALYSIS, GOALS AND TIMETABLES**

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, the JATC pledges to identify outreach efforts under Section IV which will be undertaken. The purpose of the analysis is to determine the minority and women's labor force in the JATC's labor market area. Once the labor force is determined, the JATC can determine if deficiencies exist in terms of underutilization of minorities and/or women in the occupations registered with the Registration Agency. (See attached Affirmative Action Plan Workforce Analysis Worksheet.)

## **SECTION IV - OUTREACH AND POSITIVE RECRUITMENT**

The JATC's AAP includes the following "checked" outreach and positive recruitment efforts that would reasonably be expected to increase minority and women's participation in apprenticeship by expanding the opportunity of minorities and women to become eligible for apprenticeship selection. **Once those efforts have been checked, the JATC will set forth the specific steps they intend to take under each identified effort.** The JATC will identify **a significant number of activities** in order to enable it to meet its obligation under Title 29, CFR part 30.4(c).

- A. X An announcement of specific apprenticeship openings must be disseminated thirty (30) days in advance of the earliest date for application at each interval to the following agencies/organizations:

- Registration Agency
- Women's Organizations/Centers
- Local Schools
- Employment Service Centers
- One Stop Centers
- Vocational Education Schools
- Other Organizations/Centers (which can effectively reach minorities and women)
- Newspapers (which are circulated in the minority community and among women)

The announcement will include the nature of the apprenticeship, requirements for admission to apprenticeship, availability of apprenticeship opportunities, sources of apprenticeship applications, and the JATC's equal opportunity policy. The period for accepting applications as established by the JATC is: \_\_\_\_\_

- B.  Participation in annual workshops conducted by employment service agencies for the purpose of familiarizing school, employment service and other appropriate personnel with the apprenticeship program and current opportunities.
- C.  Cooperation with school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into the apprenticeship program.
- D.  Internal communication of the JATC's equal opportunity policy should be conducted in such a manner to foster understanding, acceptance, and support among the JATC's various officers, supervisors, employees, and members, and to encourage such persons to take the necessary action to aid in meeting its obligation under Title 29, CFR part 30.
- E.  Engaging in programs such as outreach for the positive recruitment and preparation of potential applicants for apprenticeships; where appropriate and feasible, such programs will provide for pre-testing experience and training. In initiating and conducting these programs, the JATC may be required to work with other JATCs and appropriate community organizations. The JATC will also initiate programs to prepare women and encourage women to enter traditionally male programs.
- F.  Encouraging the establishment and utilization of programs of pre-apprenticeship, preparatory trade training, or others designed to afford related work experience or prepare candidates for apprenticeship. The JATC will make appropriate provisions in its AAP to assure that those who complete such programs are afforded full and equal opportunity for admission into the apprenticeship program.
- G.  Utilizing journeyworkers to assist in the implementation of affirmative action in the apprenticeship program.
- H.  Granting advance standing or credit on the basis of previously acquired experience, training, skills, or aptitude for all applicants equally.

- I.  Other appropriate action to ensure that the recruitment, selection, employment, and training of apprentices during their apprenticeship will be without discrimination because of race, color, religion, national origin, or sex (e.g., general publication of apprenticeship opportunities and advantages in advertisements, industry reports, articles, etc., use of present minority and women apprentices and journeyworkers as recruiters; career counseling; development of reasonable procedures to ensure employment opportunity, including reporting systems, on-site reviews, briefing sessions).

The Sponsor shall:

- 1) Participate in workshops for school and employment service counselors.
- 2) Cooperate and counsel with secondary and vocational school administrators concerning needs of the industry and how transition of female and minority group students from school to apprenticeship can best be accomplished.
- 3) Disseminate information within the industry to acquaint all involved with the goals of the apprenticeship program and to effect cooperation.
- 4) Cooperate with concerned minority and female organizations. They shall disseminate information to the general public detailing procedures for applying for admission to apprenticeship and how to respond.
- 5) Run newspaper advertisements in major newspapers and minority newspapers in all areas of jurisdiction, bi-annually.
- 6) Attempt to secure on public service time on radio and/or TV commonly identified with the minority community.
- 7) Adopt other acts deemed necessary by the sponsor to accomplish the goals desired.

#### **SECTION V - ANNUAL REVIEW OF AFFIRMATIVE ACTION PLAN**

The JATC will make an annual review of its current AAP and its overall effectiveness and institute any revisions or modifications warranted. The review will analyze (independently and collectively) the affirmative action steps taken by the JATC for evaluating the positive impact, as well as the adverse impact in the areas of outreach and recruitment, selection, employment, and training. They will work diligently to identify the cause and affect that result from their affirmative action measures. The JATC will continually monitor these processes in order to identify the need for a new affirmative action effort and/or deletion of ineffective existing activities. All changes to the AAP must be submitted to the Registration Agency for approval. The JATC will continually monitor the participation rates of minorities and women in the apprenticeship program in an effort to identify any type of underutilization. If underutilization exists, corrective action will be immediately implemented. The goals and timetables also will be reviewed periodically as determined by the Registration Agency and updated where necessary.

## AFFIRMATIVE ACTION PLAN WORKFORCE ANALYSIS WORKSHEET

### A. SPONSOR INFORMATION

Program Number:	IL017990001	
Name of Sponsor:	Chicagoland Laborers Training & Apprenticeship Fund	
Address:	1200 Old Gary Ave	
City/State/Zip Code:	Carol Stream, IL 60188	
Contact Person:	Paul Hoetzer	
Phone Number:	630-653-0006 Ext. 235	FAX Number: 630-653-2762
E-Mail Address:	paul.hoetzer@chicagolaborers.org	

### B. OCCUPATIONAL INFORMATION

Occupational Title: *	Construction Craft Laborer	
RAPIDS Code:0661	O*NET/SOC Code: 47-2061.00	
Type of selection method used: Employer Referral		
Labor Market Area description: All 9 Counties in the Northeastern corner of Illinois		

### C. LABOR MARKET AREA & OCCUPATIONAL PARTICIPATION DATA

<b>C.1 Total Labor Force in Labor Market Area * 4,451,902</b>		
Number of Women:	2,048,014	23 % of labor force
Number of Minorities:	1,848,591	42 % of labor force
<b>C.2 Working Age Population in Labor Market Area *</b>		
Number of Women:		% of labor force
Number of Minorities:		% of labor force
<b>C.3 Apprentice Participation in Craft/Occupation in National Apprenticeship System **</b>		
Number of Women:	31	16 % of apprentices
Number of Minorities:	81	42 % of apprentices
<b>C.4 The General Availability of Minorities and Women with the Present or Potential Capacity for Apprenticeship in Program Sponsor's Labor Market Area. ***</b>		
Number of Women:		
Number of Minorities:		

Resources for obtaining labor market information.

\* [http://www.census.gov/hhes/www/eeoindex/page\\_c.html](http://www.census.gov/hhes/www/eeoindex/page_c.html)

\*\* RAPIDS Data available from Registration Agency.

\*\*\* Program Sponsors may use any reasonable method for determining the general availability of minorities and women with the present or potential capacity for apprenticeship, including relying on the data recorded in Section C.1 for "Total Labor Force", C.2 for "Working Age Population", and C.3 "Apprentice Participation in Particular Craft/Occupation" to propose the entries for "The General Availability of Minorities and Women."

**D. SPONSOR'S WORKFORCE DATA**

D.1	Total Number of Journey/Craft Workers Employed:	10,000	
	Number of Women:		% of work force
	Number of Minorities:		% of work force
D.2	Total Percentage of Apprentices or of Applicant Pool (depending on selection method used)		
	Numerical percentage of Women apprentices or women in applicant pool:		%
	Numerical percentage of Minority apprentices or minorities in applicant pool:		%

**E. ADDITIONAL RESOURCE DATA FOR CONSIDERATION IN ESTABLISHING GOALS**

Industry Source Data		Minority rate of participation	Female rate of participation
E.1	Registered Apprenticeship Partners Information Data System (RAPIDS): *		
E.2	EEOC Occupational Employment Data: **		

\* Data available from Registration Agency

\*\* <http://www.eeoc.gov/stats/jobpat/jobpat.html>

**F. DETERMINATION OF UTILIZATION**

Analysis	Yes	No
Minority Underutilization:		
Female Underutilization:		

**G. SPONSOR'S GOALS:**

The program sponsor proposes and agrees to make a good faith effort to attain the goal of selecting 31 % minorities and 24% women during the next EEO Review cycle. These goals will not be used to discriminate against any qualified applicant on the basis or race, color, religion, national origin or sex.

The number of new apprentices to be hired during the next year (or selection period) is estimated to be: 60

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# **Appendix D**

## **QUALIFICATIONS AND SELECTION PROCEDURES**

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**QUALIFICATIONS AND SELECTION  
PROCEDURES**

**ADOPTED BY**

**LiUNA Chicagoland Laborers' District Council  
Training & Apprentice Fund and Board of Trustees**

**Chicago District Council, Laborers International  
Union of North America**

DEVELOPED IN COOPERATION WITH THE  
U. S. DEPARTMENT OF LABOR  
OFFICE OF APPRENTICESHIP

The certification of this selection procedure is not a determination that, when implemented, it meets the requirements of the Uniform Guidelines on Employee Selection Procedures (41 CFR, part 60-3) or 29 CFR part 30. Note that selection procedures may need to be modified to provide reasonable accommodations to qualified individuals with disabilities.

## **SECTION I. - MINIMUM QUALIFICATIONS**

Applicants seeking acceptance into the Apprentice Program of the LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund (the "Fund") must meet the following minimum qualifications:

A. Age

Applicants must be 18 years of age or older.

B. Education

Applicants must have at least a tenth grade education or higher or a GED or other high school equivalency.

C. Physical

Applicants must physically be able to perform the work of the trade.

D. Communication

Applicants must have a reading, understanding, writing and communicating ability that would enable the applicant to perform the tasks of the Construction Craft Laborer in a safe manner and would allow the applicant to comprehend the subject matter taught, in English only, in related instruction.

E. Driver's License

Applicants must have a valid driver's license.

F. Substance Abuse Testing

Applicants must pass a substance abuse test to be accepted into the Program.

G. Legally Eligible

Applicants must legally be eligible to work in the United States.

## **SECTION II. - APPLICATION and SELECTION PROCEDURES**

An employer must refer newly hired employees for selection into the Apprenticeship Program consistent with the Collective Bargaining Agreement. Any employees referred to the Apprenticeship Program must meet the minimum qualifications identified above.

An employer may refer more than one new employee to the Apprenticeship Program provided that they do not exceed the specified ratio of six journeyworkers to one apprentice. The JATC may accept into the Program an individual who has been referred by an employer provided the employer has agreed to employ the individual and the employer further agrees to provide the on-the-job learning required by the Apprenticeship Program. An employee who is referred to the Apprenticeship Program and is accepted into the program must participate in an initial one-week safety training orientation at the first opportunity offered by the Apprenticeship Program. The offering of safety training orientation to new apprentices does not substitute for an employer's ordinary obligation to provide safe working conditions and appropriate direction to apprentices and journeyworkers in order to minimize the chance of injury.

Sponsoring employers must submit to the Fund the following documentation for all applicants prior to the date the applicant completes the Fund's application and submits to a substance abuse test:

1. Valid driver's license
2. Social Security card
3. Transcripts from high school showing completion of tenth grade or higher or, if applicable, other documentation demonstrating completion of a GED or other high school equivalency
4. Sponsorship letter from signatory employer

Applications will be accepted at locations within the jurisdiction of the Program as determined by the JATC. All applicants will be required to complete an application form. After completion of the application, the applicant will submit to a substance abuse test. After the applicant has taken the substance abuse test and completed the application and accompanying documentation, the Fund staff will review all the documentation and test results to determine whether the applicant satisfies the minimum qualifications set forth in Section I. Applicants who do not meet such qualifications or who cannot provide substantiating evidence for meeting such qualifications will be rejected from the Apprentice Program. A notice will be provided to the employer and the applicant if the applicant is rejected from the Program.

Applicants who are military veterans and who wish to receive credit for military training or experience must submit a form DD-214 to verify such military training and/or experience.

### **SECTION III. - NON-DISCRIMINATION POLICY, NON-HARASSMENT POLICY AND COMPLAINT PROCEDURES**

#### **A. Non-Discrimination Policy**

The Fund will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex, (including pregnancy and gender identity) sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Fund will take affirmative action to provide equal opportunity in apprenticeship and will operate the

Apprenticeship Program as required under Title 29 of the Code of Federal Regulations, part 30, Section 5 (c)(1). Any applicant or apprentice who feels the Fund discriminated against him or her may file a complaint under the procedures outlined below.

B. Non-Harassment Policy

The Fund will work to promote an environment in which all apprentices (1) feel safe, welcomed and treated fairly, (2) are not harassed because of their race, color, religion, national origin, sex (including pregnancy and gender identify), sexual orientation, age (40 or older), genetic information, or disability and (3) are free from intimidation and retaliation. To that end, harassing conduct shall not be tolerated. Harassing conduct is unwelcome conduct that is based on race, color, religion, sex (including pregnancy and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment or apprenticeship, or 2) the conduct is severe or pervasive enough to create an environment that a reasonable person would consider intimidating, hostile, or abusive. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Any apprentice who is harassed, intimidated or retaliated against because of their protected status may file a complaint under the procedures outlined below.

C. Complaint Procedure

The Fund has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The Fund will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. An apprentice who feels harassed or intimidated or discriminated against based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 or older), genetic information, or disability may initiate the complaint process by filing a complaint in writing with the Director of Apprenticeship. This complaint process is also available to any apprentice who feels he or she has been intimidated, threatened, coerced, retaliated against or discriminated against because he or she has (a) filed a complaint alleging a violation of Part 30 of Title 29 , Subtitle A of the Federal Regulations ("Part 30"), (b) opposed a practice prohibited by the provisions of Part 30 or any other Federal or State equal opportunity law, (c) furnished information to, or assisted or participated in any manner, in any investigation, compliance review, proceeding, or hearing under Part 30 or any Federal or State equal opportunity law; or (d) otherwise exercised any rights and privileges under the provisions of Part 30. (The provisions of Part 30 shall be available upon request. Part 30 is the part of the Federal Regulations dealing with equal employment opportunity in Apprenticeship.)
2. No formal action will be taken against any person under this policy unless the Director of Apprenticeship has received a written and signed complaint containing sufficient details to determine if the policy may have been violated. If an instructor or other Fund staff becomes aware that harassment or discrimination is occurring,

either from personal observation or as a result of an apprentice's coming forward, the instructor should immediately report it to the Director of Apprenticeship.

3. Upon receiving a complaint or being advised by an instructor or other Fund staff that a violation of this policy may be occurring, the Director of Apprenticeship will notify the Fund and review the complaint with Fund counsel.
4. Within five working days of receiving the complaint, the Director of Apprenticeship will notify the person(s) charged [hereafter referred to as "respondent(s)"] of a complaint and initiate the investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
5. During the investigation, the Director of Apprenticeship, together with Fund counsel or other Fund employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Within 15 business days of the complaint being filed (or the matter being referred to the Director of Apprenticeship), the Director of Apprenticeship or other person conducting the investigation will conclude the investigation and submit a written report of his or her findings to the Executive Director.
7. If it is determined that harassment or discrimination in violation of this policy has occurred, the Executive Director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors: a) the severity, frequency and pervasiveness of the conduct; b) prior complaints made by the complainant; c) prior complaints made against the respondent; and d) the quality of the evidence (e.g., first-hand knowledge, credible corroboration).
8. If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the Director of Apprenticeship may recommend appropriate preventive action.
9. Within five days after the investigation is concluded, the Director of Apprenticeship will meet with the complainant and the respondent separately, notify them of the findings of the investigation, and inform them of the action being recommended.
10. The complainant and the respondent may submit statements to the Director of Apprenticeship challenging the factual basis of the findings. Any such statement must be submitted no later than five working days after the meeting with the Director of Apprenticeship in which the findings of the investigation are discussed.
11. Within 10 days from the date the Director of Apprenticeship meets with the complainant and respondent, the Executive Director will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the Director of Apprenticeship and/or other Fund staff as may be appropriate, and decide what action, if any, will be taken. The Director of Apprenticeship will report the Executive Director's decision to the complainant, the respondent and the instructors of the complainant and respondent. The Executive Director's decision will be in writing and will include findings of fact and a

statement for or against disciplinary action. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

D. Alternative legal remedies

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts, including the Office of Apprenticeship of the DOL as described below.

E. Right to Equal Opportunity

It is against the law for a sponsor of an Apprenticeship Program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex, sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship. If applicant or apprentice thinks that he or she has been subjected to discrimination, he or she may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal opportunity standards with the US Department of Labor Office of Apprenticeship.

By Mail:

U.S. Department of Labor Office of Apprenticeship 200 Constitution Ave., NW Washington, DC 20210  
Att'n: Apprenticeship EEO Complaints

Or

Scan it and email it to [ApprenticeshipEEOcomplaints@dol.gov](mailto:ApprenticeshipEEOcomplaints@dol.gov).

Complainants may also contact the following individual:

Dean Guido  
Acting State Director  
USDOL/ETA/OA  
230 South Dearborn Street, Rm. 656  
Chicago, IL 60604  
Telephone: 312-596-5500  
FAX: 312-596-5501  
E-Mail: Guido.Dean@dol.gov

Complainants may also be able to file complaints directly with the EEOC, or State fair employment practices agency. If those offices have jurisdiction over the sponsor/employer, their contact information is listed below.

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government

section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

Each complaint filed must be made in writing and include the following information:

1. Complainant's name, address and telephone number, or other means for contacting the complainant;
2. The identity of the respondent (i.e. the name, address, and telephone number of the individual or entity that the complainant alleges is responsible for the discrimination);
3. A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why the complainant believes the actions were discriminatory (for example, because of his/her race, color, religion, sex, sexual orientation, national origin, age (40 or older), genetic information, or disability);
4. The complainant's signature or the signature of the complainant's authorized representative.

Who may file a complaint: Any individual who believes that he or she has been or is being discriminated against on the basis of race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in 29 CFR § 30.17, may, personally or through an authorized representative, file a written complaint as described above.

#### **SECTION IV. - MAINTENANCE OF RECORDS**

The JATC will keep adequate records including a summary of the qualifications of each applicant, the basis for evaluation and for selection or rejection of each applicant, the original application for each applicant, information relative to the operation of the Apprenticeship Program, including, but not limited to, job assignment, promotion, demotion, layoff, or termination, rates of pay or other forms of compensation or conditions of work, hours including hours of work and, separately, hours of training provided, and any other records pertinent to a determination of compliance with the regulations at Title 29, CFR part 30, as may be required by the U.S. Department of Labor. Sponsoring employers shall maintain employment-related records of applicants and apprentices as required by law. The records pertaining to individual applicants, selected or rejected, will be maintained by the JATC in such manner as to permit the identification of minority and women (minority and non-minority) participants.

Each JATC must retain a statement of its AAP for the prompt achievement of full and equal opportunity in apprenticeship, including all data and analysis made pursuant to the requirements of Title 29, CFR part 30.4. Each JATC also must maintain evidence that its qualification standards have been validated in accordance with the requirements set forth in Title 29, CFR part 30.5(b).

Records related to each applicant and apprentice will be maintained for five (5) years from the date

of last action and made available upon request to the U.S. Department of Labor or other authorized representative.