

**MID-AMERICA REGIONAL  
BARGAINING ASSOCIATION**



**CARPENTERS AGREEMENT  
BETWEEN  
FOX VALLEY GENERAL CONTRACTORS ASSOCIATION  
REPRESENTED BY  
MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA)  
AND  
CHICAGO REGIONAL COUNCIL OF CARPENTERS  
TERM OF AGREEMENT  
JUNE 1, 2008 TO MAY 31, 2010**

**CHICAGO AND NORTHEAST ILLINOIS DISTRICT COUNCIL  
OF CARPENTERS  
FOX VALLEY AGREEMENT  
TERM OF AGREEMENT  
6/1/08 - 5/31/10**

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**JOINT AGREEMENT  
BETWEEN  
MID-AMERICA REGIONAL BARGAINING ASSOCIATION  
AND  
CHICAGO REGIONAL COUNCIL  
OF CARPENTERS**

THIS AGREEMENT is effective June 1, 2008 through May 31, 2010, by and between the MID AMERICA REGIONAL BARGAINING ASSOCIATION and the present and future members of such Association, together with such other employers who become signatory to this Agreement (referred to herein as "EMPLOYER or EMPLOYERS") and the CHICAGO REGIONAL COUNCIL OF CARPENTERS, for and on behalf of the Local UNIONS under its jurisdiction in Kane, McHenry and Kendall Counties, Illinois (hereinafter referred to as the "UNION").

This Agreement shall be in full force and effect from June 1, 2008 through May 31, 2010.

**WHEREAS**, the EMPLOYERS covered by this Agreement are contractors engaged in the construction, maintenance and repair industry; and

**WHEREAS**, the UNION is a labor organization affiliated with the A.F.L.-C.I.O., and represents all employees covered by this Agreement; and

WHEREAS, the purpose of this Agreement is to arrive at a mutual understanding between the EMPLOYER and the UNION regarding hours of work, working conditions, minimum wage scales, overtime pay, and to stabilize employment and to improve working conditions:

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

**ARTICLE I  
RECOGNITION, SCOPE AND JURISDICTIONAL DISPUTE**

**1.1.** Recognition: The EMPLOYER recognizes the UNION as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and all other terms and conditions of employment.

**1.2.** In the event a jurisdictional dispute involving the UNION should arise, there shall be no strikes, lockouts or interruption of work over the dispute, and the dispute shall be settled in the following manner: Representatives of the EMPLOYER and each UNION claiming jurisdiction over the work shall meet at the job site and attempt to settle the dispute; if no settlement is reached, representatives of the EMPLOYER and each international UNION shall meet at the job site and attempt to seek settlement of the dispute.

**1.3.** Geographic: The geographic area of the Chicago Regional Council of Carpenters includes Kane, Kendall and McHenry Counties of Illinois. Unless stated otherwise herein, this

Agreement shall apply to all work, projects or operations contained in Kane, Kendall and McHenry Counties.

**1.4.** Any contractor not domiciled, (domiciled; any contractor who is solely based or main office is located within confines of the jurisdictional territory covered by the Chicago Regional Council of Carpenters) to Chicago Regional Council of Carpenters who employs members of the Chicago Regional Council of Carpenters shall also have the right of free flow of men within contract or contracts area. To that end, each EMPLOYER shall have the right to employ employees of any home local covered within the contract territory, including the geographical areas covered by the Chicago Regional Council of Carpenters.

**1.5.** Along with the right to hire employees and movement of same within the geographic area of the Chicago Regional Council of Carpenters, the contractors represented by the Fox Valley General Contractors Association covering the geographic area of Kane, McHenry and Kendall Counties agree to wages, fringe benefits and working conditions so stated in other contracts in the geographic area of the Chicago Regional Council of Carpenters. Fringe benefits will be paid to the appropriate fund office under the terms of the Agreement.

**1.6.** Bargaining Unit: The Bargaining Unit shall be comprised of all employees performing work in the geographic area covered by this contract who are engaged a 1) Carpenters or Joiners as these job classifications are described in Article I hereof; 2) Millwrights, as that job classification is described in Article VI, hereof; 3) Wood and Resilient Floor Layers and Finishers; Carpet Layers and Aluminum Siding Applicators as those job classifications are described in Article VII, hereof; and 4) Pile Drivers as that job classification is described I Article VIII, hereof, PROVIDED, HOWEVER, that the bargaining unit shall not include employees performing work historically performed by employees in the job classifications set forth above in such work as has been assigned to members of another bargaining unit by reason of local practice, decision of record, or an Agreement or award issued in accordance with the provisions of Article I, hereof.

**1.7.** Occupational Scope: This Agreement covers all work of all branches of the trade as set forth in the Constitution of the United Brotherhood of Carpenters and Joiners of America, as the same has been interpreted from time to time, and included, but is not limited to, the milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and compositions, and all other substitute materials; concrete forming; gang forms; the handling, cleaning erecting, installing and dismantling of machinery and equipment and the manufacturing of all materials where the skill, knowledge and training of the employees are required, either through the operation of machine or hand tools; Carpenters and Joiners, Millwrights, Pile Drivers, Bridge, Dock and Wharf Carpenters, Divers, Underpinners, and Timbermen and Core Drillers; Ship Wrights, Boat Builders and Ship Carpenters, joiners and Caulkers, Cabinet Makers, Bench Hands and Finishers, Carpet Layers, Shinglers, Siders, Insulators, Acoustic and Drywall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Work, Casket and Coffin Makers, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Box Makers, Railroad Carpenters and Car Builders; and all those engaged in the operation of wood working or the machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions; burning, welding, rigging and the use of any instrument or tool for

layout work, incidental to the trade. When the term “Carpenters and Joiners” is used, it shall mean all the subdivisions of the trade.

**1.8.** The term “CARPENTER” and the term “JOINER” are synonymous, and in either case, shall mean one who prefabs or constructs forms for footings or foundations of houses, buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, the erecting of structure parts of a house, building, or structure made of wood or any substitute such as plastic or any other type of material, the erecting of structure parts of a house, building, or structure made of wood or any substitute such as plastic or composition materials, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure, and dismantling of forms or any other material erected by Carpenters.

The fabrication and/or setting of all templates, including anchor bolts necessary for structural members of machinery and the placing and/or leveling of machinery and the placing and/or leveling of these bolts is included.

**1.9.** All framing in connection with the setting of metal columns. The setting of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making and setting of all forms used in concrete work.

**1.10.** The installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal or plastics or composition materials; fastening on all wooden, plastic or composition materials; fastening on all wooden,

**1.11.** Erection of all wood, metal, plastic, and composition partitions: cutting and applying of all furring: making and fastening of wood brackets for metal ceilings and sidewalls: erecting of all wood furrings for cornices, and putting on all grounds for plaster or cement finish.

**1.12.** The building, erecting and dismantling of all scaffolding and staging, the building and construction of all derricks: the making of mortarboards, boxes and trestles: putting in needed uprights: all shoring or buildings, razing and moving buildings.

**1.13.** Fitting, installation and fastening of stops, beads and moulding in doors and windows, framing of all false work, derricks and hoists, travelers and all lumber or material used in the building and construction industry; putting on of all hardware: putting up interior and exterior trim or finish of wood. The hanging, setting, and installation of wood, metal or plastic doors, sash, jambs, bucks, casings, mouldings, chair rails, mantels, base or mop boards, wainscoting, furniture, china closets, kitchen cabinets, wardrobes and installation of bowling alleys, and installation of displays.

**1.14.** The manufacturing and erecting of cooling towers and tanks. The installation of wood, plastic or metal awnings, door shelters, marquees and jalousies. The laying and finishing of all floors including, wood, cork, asphalt, linoleum; vinyl, rubber or any other type of resilient floor covering. The installation of rugs, carpets, draperies and curtains. The application of acoustic tile whether glued or nailed: acoustical suspended ceilings in its entirety: and all insulation, whether nailed, glued or blown.

**1.15.** Building and erecting stairs, store, office, bank and other fixtures, shelving, racks, whether on wood or other materials: making and fitting of screens, putting on weather strips and caulking. The installation of laboratory equipment including cabinets, and work benches, bookcases and cabinets, either separately or used in conjunction with heating and/or air conditioning units, blackboards, bulletin boards, bill boards, meter boards and boards of all types.

**1.16.** The handling of lumber, fixtures, trim and other material erected by Carpenters. The erection of porcelain enameled panels and metal siding. The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums, and open-air theaters and other buildings: installing wood, metal and plastic corner beads; erecting mortar and brick hoists and concrete distributors used in erecting buildings or fireproofing floors, or for pouring concrete buildings; building and repairing coal pockets, breakers, curb and gutters, the receiving, rigging, unloading, stockpiling, permanent placement, removal, relocation and replacement of any pre-cast concrete or substitute combinations and with any and all welding and burning incidental to carpentry.

**1.17.** The handling of all optical tooling equipment, which includes laser-maser equipment, transits, levels, jig transits. The carpenter will line all forms, false work, permanent and temporary walls. All lines and grades needed to set and install all machinery, all types of rail, which includes tram, mono, gantry, and all rails which need line and grade. The grade and line for all base plates, shims, anchor bolts, and all openings in forms, containment vessels and temporary and/or permanent walls. The carpenter shall lay out property lines, utilities, columns, elevations, and all other in lines, building lines, utilities, columns, elevators and all other integral parts of the project. This does not prohibit Supervisory or Engineering personnel from using the equipment described in this paragraph.

**1.18.** The operation of winches and jacks, whether operated manually or operated mechanically by portable operating devices, used to handle material to be installed or erected by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental to the trade.

## **ARTICLE II UNION SHOP AND CHECK-OFF AND INDEMNIFICATION**

**2.1. Equal Representation** The UNION, realizing its duty under the National Labor Relations Act, as amended, and to the extent that it is the exclusive representative, recognizes that it must represent all employees in the bargaining unit equally, without discrimination irrespective of membership or non-membership in the UNION. To comply with this section, the EMPLOYER shall pay correct wages and all fringes on all employees doing bargaining unit work as per this Agreement.

**2.2. Union Security** All employees who are not members of the UNION and all employees who are hired hereafter shall become and remain members in good standing in the UNION as condition of their employment on the eighth (8<sup>th</sup>) day following the beginning of their employment or the effective date of this Contract, whichever is the latter, as authorized in Section 8 (a)(3) of the Labor Management Relations Act of 1947 as amended. In the event of an

amendment in Section 8 (a)(3) of the Labor Management Relations Act of 1947, as amended by the Act of 1959 that would require modification to this Agreement, the parties agree to execute amendments to this contract that will conform to the mandates as set forth in Section 8 (a)(3) of the Act in a timely fashion. Upon written notice from the UNION notifying the EMPLOYER of the failure of any employee covered by the contract to complete or maintain his membership because of non-payment of dues, the EMPLOYER or UNION shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to the members, or, if membership was denied, the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly

**2.3. Non-Discrimination** There shall be no discrimination in employment because of any race, color, creed, sex or national origin.

**2.4. Dues Check off** It is agreed by the parties, a UNION Dues Check off may be required at the option of the UNION. The EMPLOYER shall deduct current UNION dues as certified by the UNION from the pay of each employee who furnishes the EMPLOYER with a signed and valid "Check off Authorization Form." This amount shall be set by the UNION. A change in this amount will be communicated in writing by the UNION. The aforesaid deductions shall be remitted monthly by EMPLOYER to the UNION on the form customarily used for submitting monthly Welfare and Pension contributions.

**2.5.** The UNION shall indemnify, defend, and save EMPLOYER harmless against any and all claims, demands, suits or other forms of liability including the payment of costs and reasonable fees of attorney that shall arise out of or by reason of action taken, or not taken by EMPLOYER for the purpose of complying with any provision of this Article, or in reliance upon any lists, notices or assessments furnished under this Article. The collection of amounts due under this Article shall not be subject to the Settlement of Disputes' procedures established in Article XI.

**2.6.** The provisions of this Article shall be interpreted in a fashion consistent with Federal law.

### **ARTICLE III WAGES AND FRINGE PAYMENTS**

**3.1. The Right to Increase** The UNION reserves the right to increase fringe benefit funds contained in the Agreement in lieu of wages, upon proper notice to the EMPLOYER from the UNION. The distribution of any increase of wages or fringe benefits will be determined by the Regional Council.

**3.2.** In compliance with our Agreement negotiated between MARBA and the Chicago Regional Council of Carpenters and Joiners of America providing an increase of the following:

COMMERCIAL CONTRACT TERM: June 1, 2008 – May 31, 2010

Wages	Welfare	Pension	IAF	APPR	CSP	PROMO	OTHER
\$39.77	\$9.46	\$5.30	\$0.06	\$0.49	\$2.50	\$0.02	\$0.08

Effective June 1, 2009 - \$3.40 increase to be allocated by the UNION

The allocation among the wages and any other contribution shall be at the discretion of the Executive Committee of the UNION. Notice in writing of the allocation shall be given to the EMPLOYER by the UNION thirty (30) days prior to the effective date.

**3.3.** Compute Social Security, Withholding and State Income Tax from Wages. Deduct the Dues Check off, as you do the taxes, then include with the Welfare, Pension, IAF, APPR, CSP, as the fringe benefit package and forward at the end of the month to the Illinois Employee Benefits Corporation, Box 470, Geneva, IL 60134.

**3.4.** \*\*\* Dues Check off to be deducted from the gross hourly wages and mailed to the Chicago Regional Council of Carpenters, 12 E. Erie Street, Chicago, IL 60611 on forms to be furnished by the UNION. The amount shall be set by the UNION. A change in this amount will be communicated in writing by the UNION.

**3.5. Pay Day** Employees shall be paid once each week, not later than 4:30 P.M. on the regularly established day, except in cases of holidays in which case they may be paid on the following workday. Wages are to be paid in full up to two (2) workdays preceding the regular designated payday. Wages may be paid by mail or by electronic deposit as directed in writing by the employee. If wages are to be paid by mail or by electronic deposit the paycheck must be received on or before the regularly established payday. If wages are paid by mail, the paycheck must be received on or before the regularly established payday. If the EMPLOYER fails to have sufficient funds for wages due or for paychecks issued, he shall pay in addition thereto a sum equal to the costs incurred in collecting same, including reasonable attorney's fees. If the EMPLOYER issues a check for the payment of wages or fringe benefits which is returned due to a lack of sufficient funds, the EMPLOYER shall be required to make all payments of wage and fringe benefits in cash or by certified check, and in addition, the EMPLOYER will be required to reimburse each Employee for any charges assessed.

**3.6.** Employees working for a "bos'ns chair," or suspended from a single cable or rope shall receive not less than twenty-five cents (\$0.25) per hour above the applicable rate of journeyman's pay.

**3.7.** Employees required to work on or with any materials that are treated with any creosote materials or acids that may cause rashes, burns or toxic reaction, or are required to wear any type of special breathing apparatus, shall not receive less than twenty-five cents (\$0.25) per hour above the applicable rate of journeyman's pay.

**3.8.** The EMPLOYER shall furnish any necessary protective medication such as petroleum jelly, to prevent burns from said creosote or chemicals which may prove injurious to the skin. Gloves shall also be furnished by the EMPLOYER.

**3.9.** Nothing in this section of this Agreement (Premium Pay) shall be so construed as to prohibit the opening to arbitration between the EMPLOYER and the UNION at any time during the term of the Agreement of any work to be performed by employees of such nature as the UNION deems hazardous or which makes exceptional demands on employees, health and safety and thereby qualify for premium pay, which is not covered by Articles in this Section.

**3.10.** In the event that the UNION notifies the EMPLOYER that certain work is hazardous in nature, a determination shall be made to establish the wage scale as well as working conditions and such scale shall be retroactive to commencement of such hazardous work.

**3.11.** When an Employee works on any job that comes under the rate listed in this Section, he shall receive not less than four (4) hours pay at the premium rate.

**3.12.** Payment by an EMPLOYER and acceptance by an Employee of a sum less than the applicable wage rates (straight time, overtime or premium), as provided for in this Agreement shall be a violation of this Agreement. Upon proof of such violation, the EMPLOYER shall immediately pay the unpaid balance, in accordance with the wage rate so violated. If proper payment is not made within two (2) working days after the written notice of such violation to the EMPLOYER, the UNION may justifiably remove the men from the EMPLOYER and full wages and benefits shall be paid for a period not to exceed five (5) working days. Benefit contributions shall be considered wages for this purpose of this provision.

**3.13.** Any dispute or questions of fact under this subsection shall be governed by procedures outlined in Article XI, Section 1, Arbitration.

**3.14.** The EMPLOYER who issues payroll checks without sufficient funds or does not pay on the designated payday shall be subject to the following actions and restrictions.

**3.15.** The employees may be removed from the EMPLOYER for up to five (5) working days with pay, for violations.

**3.16.** The EMPLOYER will be required to pay only by certified check or currency of legal tender of the United States.

**3.17.** The EMPLOYER shall pay any and all documented costs related to employees receiving bad checks.

**3.18. Fringe Benefits** Each individual EMPLOYER shall pay and transmit to the appropriate Funds the following hourly amounts for the purposes and uses set forth in the documents, as amended, establishing such Funds.

**3.19. Welfare Fund** Contributions effective June 1, 2008 through May 31, 2010, unless otherwise notified in accordance with Article III.

**3.20. Pension Contributions** Contributions effective June 1, 2008 through May 31, 2010, unless otherwise notified in accordance with Article III.

**3.21. Industry Advancement Fund** Contributions effective June 1, 2008 through May 31, 2010, unless otherwise notified in accordance with Article III.

**3.22. Carpenters Apprenticeship Program** Contributions effective June 1, 2008 through May 31, 2010, unless otherwise notified in accordance with Article III,

**3.23. Carpenters Saving Plan** Contributions effective June 1, 2008 through May 31, 2010, unless otherwise notified in accordance with Article III.

**3.24.** Effective June 1, 2008 through May 31, 2010, each EMPLOYER shall pay into the Chicago Regional Council of Carpenters Apprenticeship and Trainee Program (hereinafter referred to as “Training Fund”) contributions for each hour worked for EMPLOYER during each calendar month by all of those of his Employees who are covered by this Agreement.

**3.25.** The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the Chicago Regional Council of Carpenters Apprentice and Training Program by any present and future amendments thereto and irrevocably designates as his representative on the Board of Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as it may be amended from time to time, and agrees to be bound by all action taken by said EMPLOYER Trustees pursuant to the said Agreement and Declaration of Trust as amended from time to time.

**3.26. Dues Check off** This amount shall be set by the UNION. A change in the amount will be communicated in writing by the UNION. Dues check off shall be deducted from wages and forwarded to the Chicago Regional Council of Carpenters, 12 East Erie Street, Chicago, IL 60611.

#### **ARTICLE IV FRINGE BENEFITS**

**4.1.** Article IV covers the following Associations: MARBA, the Fox Valley Chapter, Associated General Contractors of America and the Chicago Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America, covering the counties of McHenry, Kane and Kendall in the State of Illinois.

**4.2.** The following are Agreements made between the Fox River Valley District Council and the Fox Valley General Contractors Association, and will remain in effect as part of this Agreement with the Chicago Regional Council of Carpenters.

**4.3.** An Agreement and Declaration of Trust entered into by and between the Fox Valley General Contractors Association and the Fox River Valley District Council of the United Brotherhood of Carpenters and Joiners of America.

**4.4.** An Agreement and Declaration of Trust establishing the Chicago Regional Council of Carpenters Welfare Fund is hereby made a part of this Agreement.

**4.5.** An Agreement and Declaration of Trust establishing the Chicago Regional Council of Carpenters Apprentice Training Fund, as amended by reference thereto, is hereby made a part of this Agreement.

**4.6.** An Agreement and Declaration of Trust establishing the MARBA Industry Advancement Fund as amended by reference thereto, is hereby made a part of this Agreement.

**4.7. General Contribution Language:** The EMPLOYERS agree that, unless otherwise directed, Pension, Welfare Apprentice Training Fund contributions under this Agreement are to be made to the Chicago Regional Council of Carpenters Welfare Fund of Illinois and Carpenters Pension Fund of Illinois and the Carpenters Apprentice Training Fund at the hourly rates specified elsewhere in this Agreement, and that such contributions are to be made on behalf of all persons covered by this Agreement for all hours worked by such persons for the EMPLOYER. The location these contributions shall be sent to is subject to change by the Chicago Regional Council of Carpenters with written notice to the EMPLOYER.

**4.8. Supervisor Clause** The bargaining unit shall also include, for purposes of Pension and Welfare Fund Contributions only, such persons in the employ of the EMPLOYER referred to herein as “supervisors” as that term is defined in the Labor-Management Relations Act of 1947, as amended, provided that such supervisors:

a. has heretofore been included as a member of the “bargaining unit” on any basis, under the terms of this collective bargaining agreement, any predecessor collective bargaining agreement, or any other collective bargaining agreement entered into by this Local UNION or Regional Council; and

b. was an employee on whose behalf, within the five year period prior to the effective date of this Agreement, contributions were required to be made or were in fact made to the Carpenters Pension Fund of Illinois and Carpenters Welfare Fund of Illinois for at least 5,000 hours worked.

**4.9.** It is expressly understood that the purpose of this provision is limited to permitting persons who have participated in the aforesaid Pension and Welfare Funds as members of the bargaining unit to continue to do so upon their promotion to management positions, and is in no respect intended to include such persons within the scope of the bargaining unit for purposes of union membership, collective bargaining, or any other provisions of this Agreement other than provisions governing the payment of pension and welfare contributions.

**4.10.** It is further understood and agreed that since such supervisors are not subject to the wage provisions of this Agreement and may be paid on a salaried basis, contributions on behalf of such persons to the Pension and Welfare Funds should be on the basis of one hundred sixty (160) hours for each and every month during which such supervisor receives any wages from the EMPLOYER.

**4.11. Language for Company Owners** It is expressly understood that in the event the EMPLOYER is an unincorporated partnership or sole proprietorship, any person who is a partner or sole proprietor of the EMPLOYER is ineligible to receive benefits from the Pension and Welfare Funds, and no contributions are payable to those Funds on behalf of such persons. If, on the other hand, the EMPLOYER is a corporation, persons who happen to own all or a portion of the stock of said corporation are “employees” of the EMPLOYER and will be considered as included within the bargaining unit for purposes of wages and fringe benefit contributions to the extent that they would qualify as such if they were not shareholders.

**4.12.** The parties recognize that such individuals employed by corporations which are employers under this Agreement may perform such work which is covered under this Agreement and other work which is not. Some of these employees receive compensation in such a manner that it is difficult or impossible to determine for purposes of fringe benefit contributions are payable on their behalf to the Funds, and this uncertainty has created a need for uniform and consistent rules which would be fair to all concerned. It is therefore agreed that when and employee who is employed by a corporation performs both work covered under the terms of this Agreement and work which is not covered under this Agreement, and if such person is paid on any basis other than at the hourly wage rate specified in this Agreement for all the hours worked by such employee in any capacity whatsoever, and provided further that such employee is:

- a. a shareholder, officer and/or director of the corporation; or
- b. a relative (father, mother, son, daughter, brother, sister) of a shareholder, officer, and/or director of the corporation.

**4.13.** The EMPLOYER shall be required to make contributions on behalf of such employee on the basis of one hundred sixty (160) hours for each month in which such employee received any compensation from the corporation at the hourly contribution rates established elsewhere in this Agreement.

**4.14.** Every EMPLOYER shall be required to file a properly executed report on the form furnished by the Office of the Administrator of the Welfare, Pension, Industry Advancement Fund and Apprenticeship Funds as reflected by said report. Dues Check-Off shall be included on above report form.

**4.15.** Forms for the Dues Check-Off are furnished by the Chicago Regional Council of Carpenters and shall be remitted monthly to the Regional Council.

**4.16.** All reports and payments of contributions due to the respective Fringe Benefit Funds shall be due on the fifteenth day of the month following the month in which the hours were worked, EMPLOYERS, at the discretion of the Local having jurisdiction, may be required to pay benefits on a weekly basis.

**4.17.** Any report and payment which IS NOT RECEIVED IN THE ADMINISTRATIVE OFFICE BY 4:30 P.M. of the last business day of the month following the month in which the hours were worked SHALL BE CONSIDERED DELINQUENT!

**4.18.** All delinquent reports and payments due shall be charged interest at the rate of one and one-half percent (1-1/2%) per month, compounded, for each month, or any portion of a month, that such contribution remains unpaid.

**4.19.** Any charges to an employer's account for interest, audit fees, attorney's fees, collection costs, etc. shall be considered delinquent if the payment thereof IS NOT RECEIVED IN THE ADMINISTRATIVE OFFICE ON OR BEFORE THE 30<sup>TH</sup> DAY following the date on which such charge was made to that employer's account.

**4.20.** If the actions of any employer force the Trustees to demand a payroll audit to determine an amount due and owing the Fringe Benefits Funds, the costs of such payroll examination shall be at the expense of and charged to such employer.

**4.21.** If an audit of an employer's payroll records results in the discovery of a substantial discrepancy between the amount due and owing and the amount reported and paid to the Fringe Benefit Funds, the cost of such payroll examination shall be charges to such employer.

**4.22.** It is specifically agreed that acceptance or any delinquent or false reports and the contributions reflected thereby by the administration of said Funds, shall not constitute a waiver of an administrative assessment which may be due and owing thereon as herein set forth.

**4.23.** A properly authorized representative of said Funds shall have the right to examine the EMPLOYER'S payroll records, upon complaint, for the purpose of determining if properly executed reports are being made to said Funds. The representative authorized to make aforesaid examination of payroll records will be furnished proper credentials by the Trustees of said Funds.

**4.24.** To protect the participating members in the Funds from loss of eligibility for benefits caused by failure of an EMPLOYER to make proper contributions, his employees may be removed from the job for the above stated reason. The EMPLOYER shall compensate them for all time lost as a result of same.

**4.25.** If an EMPLOYER has failed to pay fringe benefits as provided in this Agreement, the number of hours with respect to which such EMPLOYER owes benefit contributions shall be computed by dividing the total dollar amount paid to such employee as compensation for the work involved by the applicable contractual hourly wage rate. The number of hours so determined shall conclusively be presumed to be the number of hours upon which benefit contributions are owed with respect to such employee.

**4.26.** The EMPLOYER shall give notice to the UNION and the appropriate Fund office in writing not later than thirty (30) days after the occurrence of any of the following events relating to the EMPLOYER occurring after the date thereof:

- a. Formation of partnerships;
- b. Termination of business;
- c. Change of name commonly used in business operation;
- d. Change in form of business organization;
- e. Incorporation of business;
- f. Dissolution of corporation;
- g. Name and business organization of successor;
- h. Admission to or withdrawal from any association operating as a multi-employer bargaining agent with employees covered by this Bargaining Agreement; and
- i. Name and identity of any parent company, subsidiary company or division

**4.27.** The notice requirements of this Section apply only if the specified events (items a through I above) affect the relationship of the EMPLOYER to the bargaining unit.

**4.28. Bonding and Default – Attorney’s Fees** In the event the UNION is required to file suit by reason of an EMPLOYER’s failure to

- a. Maintain his monthly fringe benefit contributions, pursuant to Article III: or
- b. Meet his weekly payroll: or
- c. Maintain his Worker’s Compensation and Unemployment coverage as set forth in Article X

**4.29.** If an EMPLOYER is delinquent in making any of the aforesaid reports and payments and is so advised by formal notification, in writing, by the Administrative Fund Office, the EMPLOYER shall pay in addition to the amount due, reasonable fees of certified public accountants, if expressly used to establish the amount due, and reasonable fees of an attorney in effectuating payment.

**4.30.** Each EMPLOYER signatory to this Agreement agrees at the time of execution of this agreement the EMPLOYER shall have procured a cash bond or surety bond in the principal sum as indicated below. Such bond shall be written by an insurance carrier authorized, licensed or permitted to do business in the State of Illinois. The surety bond and/or cash bond shall be payable to the UNION as Trustee for the benefit of employees employed by the EMPLOYER and for those acting on the Employees’ behalf to insure prompt payment of wages and contributions to the Health and Welfare, Pension and Apprentice and Training Funds. Such surety bond and/or cash bond shall be executed only a Uniform Bond form furnished by the UNION and must be filed with the UNION. Unless otherwise increased by the President/Executive Secretary-Treasurer of the UNION, the principal amount of the bond shall be:

One (1) to five (5) employees	\$10,000.00
Six (6) to ten (10) employees	\$15,000.00
Eleven (11) to fifteen (15) employees	\$20,000.00
For those Employees in excess of fifteen (15)	\$50,000.00

The Association may furnish a blanket bond for all of its members, each of which is to be bonded for the sum of fifty thousand dollars (\$50,000.00).

The UNION may withdraw bargaining unit employees from EMPLOYERS who fail to maintain the bond required by this Article.

The EMPLOYER assigns all right, title and interest in the surety bond and/or cash bond to the UNION and Fringe Benefit Trust Funds, which shall have a priority interest to such Funds and supersedes the claims of all EMPLOYER’S creditors.

**4.31. Trust Agreements and Compliance with Law** The Funds established hereunder, except as otherwise specified, shall be jointly administered by an equal number of

Trustees representing each party to this Agreement, which administration and the various documents establishing the various Funds shall be in accordance with the requirements of the National Labor Relations Act, as amended, and any other Federal Laws pertaining to the subject matter relative to each individual Fund. All payments required to be made shall be made and transmitted in accordance with the rules and regulations established by the Trustees of the particular Fund and all forms required to be completed shall be so completed. Concerning the enforcement of collections and payment of the required amounts into the Funds the parties shall be bound by the determinations of the Trustees of each particular Fund. The failure of an individual EMPLOYER to comply with the provisions of this Agreement and any declaration of Trust establishing any of the Funds for which contributions or payments made under this Article shall constitute a breach of this Agreement and individual EMPLOYERS who fail to remit regularly in accordance with the requirements of declaration of trusts establishing any of the Funds shall be subject to having this Agreement terminated by the UNION, by giving seventy-two (72) hours notice in writing to such EMPLOYER. The remedy provided for herein shall not be exclusive of any other remedy by way of suit in law or in equity, or otherwise for the collection of the amount due either by the UNION or by the Trustees or Administrators of any of the individual Funds.

**4.32.** This Article shall not be subject to the Settlement of Disputes provision contained in Article XI.

## **ARTICLE V GENERAL WORKING CONDITIONS**

**5.1.** Representatives of the UNION shall not be denied access to the Contractors' Project Office or any part of the project for transaction of necessary business with contractor or employees.

**5.2. Regional Council Working Rules** The work rules of the Regional Council upon mutual agreement will be incorporated as part of this Agreement.

**5.3. Stewards** The EMPLOYER agrees to recognize the sole right of the Business Representative of the UNION to select and appoint a steward or stewards in crews on jobs or job sites whose duties shall be to see that all employees covered by the employees covered by this Agreement. The duties of the steward shall be to see that all employees covered by this contract are in accordance with the requirements of this Agreement. The duties of the steward shall be to report to the Business Representative any contractual disputes and grievances and in the case of accident, the steward shall see that employees covered by this Agreement and their personal belongings are card for. Safe and adequate transportation from a job site following an injury other than for a minor injury, shall be furnished by EMPLOYER. The Job Steward shall be notified of all such injuries. If the steward determines that someone must accompany the injured employee to the hospital, medical center, physician's office or employee's home, the EMPLOYER shall select such person, who shall be compensated at this regular rate for such services. In the event an employee is injured in the course of his employment, he shall not be dismissed from such employment because of his injury, and shall receive a full day's pay for the day of the injury, nor shall he be dismissed during the period of medical care required by said

injury, unless there is no work available with his employer, or unless his dismissal is due to conditions beyond the control of the employer.

**5.4.** The steward shall be a qualified workman, capable of performing the duties required of him and shall not be laid off, discharged or transferred, without just cause, so long as other employees covered by this Agreement are employed on the project. In no case shall the steward be transferred, discharged, laid off or fired until the Business Representative and the EMPLOYER meet on the job site in an attempt to settle the matter. The EMPLOYER at this time will present the Business Representative his reasons for laying off or discharging the steward.

**5.5.** No overtime work shall be permitted without the EMPLOYER first obtaining permission from the UNION and the EMPLOYER shall instruct the Job Steward to secure such permissions, which shall only be issued between the hours of 8:00 A.M. and 4:00 P.M. of each regular workday. The UNION shall at any time have the right to deny such work except for unforeseen emergencies, such as to protect property from weather damage, breakdown or blowouts that interrupt the EMPLOYER'S normal scheduled work routine.

**5.6.** Job Stewards shall be members of the bargaining unit and shall be included in all overtime work.

**5.7. Show-Up Time** When a member is employed on a job and reports for work and is not put to work, he shall receive two (2) hours pay for reporting on the job, provided he was not notified the evening before that there would be no work the next day. If an Employee starts to work, he shall receive four (4) hours pay. However, if work is stopped during the second four (4) hours by causes beyond the control of the EMPLOYER, the employee shall be paid for only actual time worked in that period. For a man to remain on the job after the two (2) hour show-up time, an agreement must be made between the superintendent or foreman and the steward.

**5.8. Lay-Offs** When an employee is laid off due to lack of work, he shall be paid immediately all wages due to date and receive at least one (1) hour notice prior to normal or adjusted quitting time. If notice is not given, the EMPLOYER shall pay one (1) hour of wages plus all wages due him. When the one-hour penalty is in effect, the one (1) hour of wages shall be mailed to the employee's home within twenty-four (24) hours. If he is not paid on the job at the time of lay-off or sent to him postmarked within twenty-four (24) hours, he shall be paid four (4) hours additional pay, all of which shall be included in his last pay check.

**5.9.** When the employee quits his job, he must be required to wait, at the option of the EMPLOYER, until the next regular pay day for the wages due him.

**5.10. Travel Pay** Travel pay will be paid for at the contractor's discretion.

**5.11. Tools, Tool Storage and Sheds** Each employee is required to furnish for his individual use only, all of those hand tools customarily required of an employee to perform his duties. Employees shall not own, transport, furnish, or rent any power-operated tools, machinery or equipment, to be used on any work to be performed by his EMPLOYER. In the event that the EMPLOYER knowingly permits or requires the employees to provide their own power operated tools, machinery or equipment in violation of the terms of this Article, the EMPLOYER shall be

liable for all costs associated with enforcing this Article including, but not limited to, reasonable attorney fees and reasonable arbitration fees.

**5.12.** The EMPLOYER shall provide, as required by job conditions, a suitable shed or facility. Such facilities shall be heated, lighted and ventilated. The need for a separate shed will be at the discretion of the EMPLOYER and the Business Representative.

**5.13.** The employee shall at all times be responsible for his own tools during working hours of the employee. In the event said tools are stored in the job box or tool shed under the control of the EMPLOYER, the EMPLOYER agrees to assume the responsibility for theft, fire or water damage of all tools. A complete valued inventory must be supplied by the employee, prior to storage, to substantiate any loss. The EMPLOYER shall have the right to check list or inventory to make sure it is current. Also, the EMPLOYER can request a new list or inventory from the employee.

**5.14.** EMPLOYER shall furnish and make available at the job site all reasonable equipment generally and customarily used to sharpen various tools used by employees hereunder. Sharpening of his own tools shall be the choice of the employee at all times, although the employee may, if he chooses, permit his tools to be sharpened other than on the job site by and at the expense of the EMPLOYER. Employees may sharpen tools during working hours and the time used shall be considered as time worked. All employees shall report at the beginning of their employment with sharp tools.

**5.15.** No power tool shall be used by any employee that is determined to be unsafe after a conference between the Business Representative of the UNION and a representative of the EMPLOYER.

**5.16.** Any time EMPLOYER's tool and material cribs are used on jobs, an employee is responsible for issuing tools, equipment and materials to members of the bargaining unit. An employee shall be placed in charge of facilities so that tools or equipment are maintained in good order and materials are issued properly.

**5.17.** There shall be no restrictions on the use of machinery, tools or factory-made products.

**5.18. Hours of Labor – Holiday – Overtime Pay** Eight (8) hours shall constitute a regular day's work, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. with one-half (½) hour off from 12:00 noon to 12:30 p.m. for lunch. However, upon notice to the UNION, the EMPLOYER may begin work at 7:00 a.m. and end at 3:30 p.m. with one-half (½) hour off from 12:00 noon to 12:30 p.m. for lunch. All overtime will be double time except the two (2) hours after the regular or adjusted workday, and the first eight (8) hours of work performed on Saturday, which will be compensated for at time and one-half. Over eight (8) hours on Saturday will be paid at double time. No Employee shall work after the regular established payday without receiving his wages in full each week. Authorized UNION representatives will have the right to inspect members' check/checks to see that proper wages and overtime is being paid. If mutually agreed, the starting hour may be changed. No overtime

work will be performed including, Saturday, Sunday or holidays unless permission is granted by the Business Representative of the Local UNION in the area where the work is to be performed.

When work is to be performed in occupied buildings is such of a nature that it is not appropriate or practical during the regular work day, such as renovation, alteration and modernization, such work may be performed at an adjusted time; provided a pre-job conference takes place between the Chicago Regional Council of Carpenters and the EMPLOYER and permission is granted by the Chicago Regional Council of Carpenters.

Contractors utilizing this provision shall notify the Chicago Regional Council of Carpenters by requesting the pre-job conference on the form provided by the Chicago Regional Council of Carpenters.

By mutual consent of the EMPLOYER and the UNION, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. However, the adjusted shift shall run a minimum of five (5) consecutive days.

All employees working under this provision shall receive eight (8) hours of pay for seven and one-half (7-1/2) hours work. Any and all work in excess of seven and one-half (7-1/2) hours of work in this provision shall be paid at a rate of double time.

An EMPLOYER who violates this section shall pay as a penalty double time for all hours worked.

**5.19.** All work performed on Sunday, and the following holidays (or days celebrated as such) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be compensated for at double time.

**5.20.** The lunch period may be adjusted at the EMPLOYER'S option during the placement of concrete to begin any time between 12:00 noon to 12:30 P.M.

**5.21. Foreman** A foreman shall be appointed where there are three (3) or more Carpenters on the job. A foreman may be any man giving orders to two (2) or more men and shall be given foreman wages. When there are nine (9) or more, the foreman will supervise and not work with the tools.

**5.22.** No foreman shall use profane or abusive language to members working under his direction or discharge a member for upholding working rules or conditions. No foreman shall give orders to more than ten (10) men.

**5.23. Carpenters Foreman** The wages of a foreman shall be computed as follows:

a. In the case of a foreman who directs up to four (4) carpenters, the foreman wage shall be two dollars (\$2.00) per hour above the rate of wages for a journeyman.

b. In the case of a foreman who directs five (5) to ten (10) carpenters, the foreman wage shall be two dollars and fifty cents (\$2.50) per hour above the rate of wages for a journeyman.

- 5.24. Millwrights Foreman** Same as the Carpenters Foreman
- 5.25. Pile Drivers Foreman** Ten percent (10%) per hour above the Pile Drivers scale of wages.
- 5.26. General Foreman** Twenty percent (20%) above journeyman rate.
- 5.27. Foreman from Bargaining Units** Whenever a foreman or general foreman is chosen by the EMPLOYER, he shall be a person from the bargaining unit.
- 5.28. Shift Work** When shift work is desired, the EMPLOYER agrees to notify the Regional Council in writing as least one (1) week prior to beginning such shift work. In any project involving shift work, the job must operate at least five (5) consecutive days. The Regional Council representative and the job steward shall be notified at the beginning and ending of such work.
- 5.29.** The first shift (day shift) to start not later than 8:00 A.M. and shall consist of eight (8) hours work for eight (8) hours pay. The second shift (afternoon shift) shall start at 4:30 P.M. and consist of seven and one-half (7-1/2) hours work for which the employees shall receive eight (8) hours' pay. The second shift to receive a five percent (5%) premium on all amounts paid. The third shift (midnight shift) shall start at 12:30 A.M. and consist of seven (7) hours work for which the employees shall receive eight (8) hours' pay. The third shift shall receive ten percent (10%) premium on all amounts paid.
- 5.30.** Provisions governing shift work on a two-shift basis: all the rules are the same as those governing three shifts except the percentage. There will be a five percent (5%) premium paid to the second shift.
- 5.31.** Provisions governing stand-by on three-shift basis: this will also be covered by the same rules as the three-shift schedule except the contractor may utilize only an equal number or men on each shift. These men MAY NOT be employed on regularly scheduled work. They are employed on stand-by for emergency work only.
- 5.32.** In the event permissible shift work does not fulfill the requirement as stated above, except for conditions beyond the EMPLOYER'S control, time worked will revert to premium wages (double time) for the second and third shifts.
- 5.33.** No employee in the bargaining unit will be allowed to work more than one (1) shift in any one (1) day. There must be at least twelve (12) hours time off between each shift and at no time shall employees be allowed to work more than four (4) hours overtime. When job conditions require overtime in excess of two (2) hours, paid lunch period during the third (3) hour of overtime to eat a lunch furnished by EMPLOYER, when the EMPLOYER has not notified the employee of such overtime on the day before the overtime or earlier. The notice requirement can be met either by oral notice, a posting on general bulletin board or by any other means.

**5.34.** All shift work done between the hours of 8:00 A.M. Saturday and 8:00 A.M. Monday, and all holidays must be paid at DOUBLE THE REGULAR SCALE OF WAGES. All overtime on shift work must be paid at double the regular scale of wages.

**5.35. Union Representation** It is agreed that only those authorized by the UNION shall be recognized to act for, or in behalf of the UNION, and the actions, declaration or conduct of any other person (except those so designated) shall not be considered the acts of the UNION or its agent, nor shall they form the cause for any liability whatsoever on the part of the UNION.

**5.36. Working Beyond Jurisdictional Boundaries** When the EMPLOYER requires employees to work outside the territorial jurisdiction of the Chicago Regional Council of Carpenters, they shall receive the cost of a courtesy card in the district in which they are working. When they do not return home daily, all expenses for room and board shall be paid by the EMPLOYER.

In the event that the employees are required to work outside the geographic jurisdiction of their home local, they shall be paid the higher rate of wages and fringe benefit contribution rates under the Agreement covering the employee's home local or the Agreement covering the area where the work is being performed.

In the event that the employees are required to perform work outside the geographic jurisdiction of the Union and the employer is not covered by an Agreement with and affiliate of the United Brotherhood of Carpenters and Joiners of America, the terms and conditions of this Agreement shall be binding with respect to the employee being required to work outside the geographic jurisdiction of the Union.

**5.37. Pick Up Time** All Carpenters will be picked up and off the job by 4:30 P.M. or the end of the workday.

**5.38. Procurement of Labor** The UNION and the EMPLOYER recognize that the UNION is in a position to aid the EMPLOYER in recruiting needed employees who can meet the standards of the trade and who can promote the efficiency and the safety of the operations of the EMPLOYER. The EMPLOYER shall be at liberty to hire employees in any manner under the National Labor Relations Acts of 1947, as amended, and the rules and regulations of the National Labor Relations Board, and shall have the right to use certain conditions. The EMPLOYER agrees to notify the UNION when he is in need of more employees and the UNION, when requested, agrees to assist in securing qualified applicants. The selection of applicants for recommendation by the UNION shall be on a non-discriminatory basis and shall not be based on or in any way affected by UNION membership, by-laws, rules, obligation of union membership, policies or requirements. The EMPLOYER agrees to give all applicants fair consideration consistent with the policies of the National Labor Relations Acts, as amended. The EMPLOYER retains the right to reject any job applicant recommended by the UNION. Nothing in this paragraph shall be construed to limit the EMPLOYER from hiring from other sources. The EMPLOYER shall have the sole responsibility of hiring. Employees referred by the UNION shall present an introductory card to the EMPLOYER.

**5.39.** When EMPLOYER requests UNION to recommend job applicants, the EMPLOYER will specify type and nature of work to be performed, and the UNION will exercise care in ascertaining the competence of recommended applicant(s). Contractors not domiciled in this District will be allowed to bring in two (2) employees, a superintendent, a foreman, the rest being hired from members in the Chicago Regional Council of Carpenters area.

**5.40.** The parties to this Agreement shall post, in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of this hiring procedure and the UNION Shop provisions of the Agreement.

**5.41.** The UNION when procuring men for the EMPLOYER shall have twenty-four (24) to forty-eight (48) hours to find qualified applicants for employment.

## **ARTICLE VI MILLWRIGHT TRADE AUTONOMY**

**6.1.** Provisions Governing Millwrights (Applicable only to Employers employing Millwrights) Millwright trade autonomy as follows:

**6.2.** With the mutual understanding that time and evolution bring about changes in terms of identification of machinery and equipment, and that basically the knowledge, skill and ability to perform the work remains unchanged, the description of Millwright work thus qualified is herewith set forth in the Occupational Scope. The UNION will at all times endeavor to supply qualified Millwrights and Millwright Foremen to the contractor.

**6.3.** No power tools or special tools or equipment are to be leased, rented, or loaned to EMPLOYER by a member while working on the job, nor shall any Millwright be required to loan any tools to any other craft.

**6.4.** All power tools and any special tools or equipment used by Millwrights shall be furnished by the EMPLOYER. Any hammer three (3) pounds or more, chisels over one (1) inch, adjustable wrenches over twelve (12) inches, open end wrenches over one and one-half (1-1/2) inches, Allen wrenches over one-half (1/2) inch, shaft levels over twelve (12) inches, any drills other than Standard Index drill set up ton one-half (1/2) inch, and taps N.C. over one-half (1/2) shall be furnished by the EMPLOYER.

**6.5.** All expendable tools such as drill bits, taps, files, hacksaw blades, etc., that are worn, cut or broken on the job shall be replaced by the contractor.

**6.6.** The Millwright wages shall be governed according to the Carpenters wages as set forth in Article III.

**6.7.** When Millwrights are working on a composite crew with other crafts, the Millwrights will receive the highest wages of the other crafts involved.

**6.8.** No laborers should be used in conjunction with any Millwright work.

**6.9. Occupational Scope** This Agreement covers all Millwright work including, but not limited to, the following: Power rigging and installation of all engine motors, dynamos, generators, turbines, printing presses, conveyors, dryers, air compressors, fans, blowers, pumps, extruders, paper making machines, ball mills, roller mills, hammer mills, elevators, escalators, man lifts, bottling and canning factory equipment or any other mechanical device and installation of flywheels, sheaves, pulleys, or drivers on same. The rebabbiting of all machinery, all cutting, burning and fabrication of all supports connected therewith. The installation of all laundry, kitchen and restaurant equipment. The repairing of all hand trucks, overhead chain conveyors, and power driven conveyors. Description of one type conveyor: a conveyor is a machine which, after assembled, will perform work the same as any other mechanical machine or equipment, all fabrication, installation, dismantling and maintaining of all conveyors, including screw bolt, bucket, roller, and slate spiral chutes, and all channel type free trolley I-beams, and all types of monorails and tram rails, including conveyors built of wood, steel, pipe or fiber, riveted, bolted, welded, and all supports and adjuncts, connected therewith. All fabrication, installation, dismantling and maintaining of all chain type, dragline, airveyor, power-driven, pipe-constructed conveyors, including all other supports and adjuncts necessary for their installation. All grain handling devices, all scales, all grain mills, crushers and beaters. All drives, such as rope, belt, chain, friction, gears and rawhide. All driver screens, dodge belts and gears, extractors and expellers, all agitators, barrel hooping machines, sewing machines, and case sealing machines. Setting and maintaining of all portable mixers, the making, setting and drilling and pouring of all bolts for the installation of machinery and equipment.

**6.10.** All coal handling machinery, drive crushers, and conveyors of steel, wood, pipe or fiber. Framing and setting of all bridge trees of wood, all foundation beams or timbers used for the reception of machinery. The handling of all hand and power rigging. Erection of all wooden derricks to be used by millwrights and the installation and dismantling of machinery in flour, cereal, cotton, wool, twine, paper, steel, saw, cement, power houses, sugar refineries, fertilizing plants, ice plants, breweries, distilleries, grain elevators, feed mills and other factories where shafting and machinery is used, all scales, and any other work where millwright tools are used. Installation of recreational equipment in connection with bowling alleys, such as pinsetters and related hand power rigging and cribbing required to unload, transfer, assemble, disassemble and set machinery and its adjuncts. Installation of all rigging beams, temporary or permanent. Pile driving and the handling of all diving equipment and diving. Installation of all airveyors, cable crag-lines and its guides, all hydraulic cylinders and linkage operated by air, oil, or electricity. Transfer cars and its rails for heat treat or similar furnaces. Installation of all x-ray equipment. Fabrication and erection of scaffolding required for the installation of machinery. Fabrication, setting and dri-packing of all shims, sole plates and machine bases, whether they are steel, wood or fiber for the installation of machinery or its adjuncts. Installation of precision setting of atomic reactor intervals. Installation of dam rollers in its entirety and its adjuncts. The running of machinery; covering, making and installing of skids for machinery and removing same (wood, steel or fiber); erection and fabrication of pallet racks; installation of gym equipment such as basket ball back stops; installation of load cells, eddy current clutches, indicators and magnetic separators regardless of type; installation or rails for transfer cars, gantry and overhead cranes regardless of size or type; installation of material handling conveyors, temporary or permanent.

**6.11.** The handling of optical tooling equipment, transits and precision instruments for the setting of machinery; installing anchor bolts, cinch anchors, self-tapping anchors and any device for securing machinery and its adjuncts; forming, grouting and dri-packing of all machinery; installation or rotary valves, slide valves (mechanical or hand-operated) chutes, and spouts regardless of gauge; steam cleaning of all machinery; handling, cleaning, erecting, installing and dismantling of machinery and equipment; installation of escalators, elevators, shoe cleaning machines, and traveling walkways, jet or rocket powered machinery, drilling, tap-setting, honing, broaching, lapping, handling, setting and machining of sole plates regardless of what they support; drilling, tapping on all equipment and machinery is the work of the Millwright; exterior forms of the containment vessel; complete setting and leveling by any means of the ring girder or base plus necessary cleaning, scraping or machining; apertures or openings, including access door frames, etc. in the containment vessel will be rigged, placed, aligned, and secured by Millwrights; placing, leveling and aligning of reactor vessel, including use of optical instruments, laser or master beams; installation and securing of biological shields where void is poured with concrete is considered a form and should be placed and secured in entirety by Millwrights; precision alignment and leveling, including bolting and cleaning, scraping or machining and measuring and torquing of bolts; installation of rod pressure housing, push rods and mechanical equipment in connection with same; installation of control rods and drives, shut-down rods, drives and guide sleeves; field welding in conjunction with control rod drive housing is performed by Millwrights. The set up and operation of machine tools on the job site, portable or stationary, such as lathes, milling machines, shapers, saws, grinders, etc. used for the setting and fitting of any equipment. Setting, welding and installation of support steel for control rod drives. Handling and installation of cribbing. Assembly of ladle cars. Installation of lubricators and handling of garage equipment including hoists, wash racks and aligning equipment.

**6.12. General Working Conditions** Millwrights will be allowed a minimum of fifteen (15) minutes pick up time. A minimum crew will consist of one (1) Millwright drawing foreman's pay. When Millwrights or Carpenters are welding or burning, a crew of two (2) men will be used.

**6.13.** For every six (6) employees there shall be at least one (1) working foreman. When there are two (2) working foremen on any job, one individual shall be designated as the General Foreman per twelve (12) employees, which General Foreman shall be in addition to the individual designated,

**6.14.** Foremen may work with their tools, but not to the point where it interferes with their duties as foremen.

**ARTICLE VII**  
**WOOD AND RESILIENT FLOOR LAYERS AND FINISHERS:**  
**CARPET LAYERS AUTONOMY**  
**ALUMINUM SIDING APPLICATORS AUTONOMY**

**7.1.** Provisions Governing Wood and Resilient Floor Layers and Finishers (Applicable only to Employers employing Floor Layers) The floor layers' autonomy is as follows:

**7.2.** Cutting and/or forming of all materials, whether on the job sites or in shop, in preparation for installing on floors, walls, stairs, ceiling, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, areaways, all other like or similar applications such as simulated turf.

**7.3.** Installation of all resilient floor, wall, ceiling and simulated turf materials to include cork, linoleum, rubber, asphalt, mastipave, vinyl, metal, plastic and all other similar materials in sheet, interlocking, tile, preformed or seamless compound form of liquid, plastic, epoxy, urethane or materials of like nature.

**7.4.** Installation of carpets, carpet tiles, rugs or runners and cutting or fitting of same whether installed by tacked, tackless, gluedown, self-adhering, any manner of tape adhesion, stapled or loose lay method on wood, concrete, plaster, steel plastic or base of like or similar composition.

**7.5.** Installation of all lining felt, carpet pad, underlayment compositions, matting, linen, crash and/or like or similar materials.

**7.6.** Installation of all resilient type and carpet type materials on floors, walls, stairs, ceiling, fixtures or exterior applications on structures, patios, pool perimeters, areaways, all other like or similar applications, and as simulated turf on lawns, golf courses and/or like area.

**7.7.** The take-up and relaying of all materials in aforementioned jurisdiction.

**7.8.** All machine and/or hand seaming of materials in aforementioned jurisdiction, whether accomplished by hot iron, cemented, cemented tape, tacked, stapled or sewed method, on job site or in shop.

**7.9.** All machine and/or hand binding and serging whether performed on job site or in shop.

**7.10.** Drilling of all holes for sockets and pins, insertion of dowels and placing of slats.

**7.11.** Installation of metal, rubber, vinyl, wood and/or plastic trim and accessory materials pertaining to all work covered by aforementioned jurisdiction regardless of method of securing and/or fastening.

**7.12.** Removal of all old material which is to be replaced by material or materials in aforementioned jurisdiction.

**7.13.** Sanding and necessary preparation of all surfaces to be covered by materials in aforementioned jurisdiction, whether performed by hand or machine.

**7.14.** The spreading of all adhesives and priming of all surfaces receiving materials listed in aforementioned jurisdiction.

**7.15.** The washing, waxing, finishing and treating of all materials listed in above jurisdiction.

**7.16.** The handling, distribution, and unpacking of all materials listed in aforementioned jurisdiction.

**7.17.** The term “Drapery” shall include all manner of making, measuring, repairing, sizing, handling, and installation of necessary fixtures and hardware for same.

**7.18.** The term “Shades and Venetian Blinds” shall include all manner of making, measuring, and installation of necessary fixtures and hardware for same.

**7.19. Aluminum Siding Applicators** Work under the jurisdiction of aluminum siding applicators shall consist of the application of all aluminum and composition siding coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

**7.20. General Working Conditions** No employee shall be permitted to do any piece of work or work on a yardage or squareage basis.

**7.21.** No linoleum or carpet layer, draper, shades and Venetian blinds, and aluminum siding applicator shall be permitted to use his automobile unreasonably for the purpose of transporting EMPLOYER tools or materials from the shop to the job site or from one job site to another.

**7.22. Wages** The resilient floor, carpet layers, drapers, shades and Venetian blinds, and aluminum siding applicators are covered in Article III of this Agreement. All other Articles of this Agreement covering Carpenters shall also cover resilient floor, carpet layers, drapers, shades and Venetian blinds, and aluminum siding applicators.

**7.23.** All hand tools necessary for completing a floor or wall shall be furnished by employees; knives, underscribers, rollers, tile cutters, kickers, stretchers, hand saws and all related items.

**7.24.** All power equipment such as electric saws, electric drills, power cutters, electric seam cutters; and all such related items shall be supplied by the EMPLOYER.

## **ARTICLE VIII PILE DRIVERS**

**8.1.** Provisions Governing Pile Drivers (Applicable only to EMPLOYERS employing Pile Drivers). The Pile Driver autonomy is as follows:

**8.2.** EMPLOYER recognizes that the UNION claims jurisdiction of the work performed on all pile driving operations, the driving of wood pile and heading and pointing of same, including (1) driving of all steel piling, including pipe sheeting, H-beams, I-beams and caissons; (2) driving of concrete pile, pre-cast or cast in place; (3) driving of all composite pile; (4) driving of cofferdams; (5) erection of all trestles, falsework and docks; (6) job site erecting and dismantling of derricks, A-frames, cranes and gin poles when used in conjunction with pile driving work; (7) all jetties, causeways, riprap, and a-stone from land or water; (8) cribbing, shoring and underpinning of buildings when pile driving is involved; (9) job site loading, unloading and distribution of all piling and pile driving equipment; (10) erection, dismantling,

and jacking of pile load test; (11) all burning, welding and splicing of piling, including welding of all end plates and bearing plates prior to driving and after installation of piling except for mill fabrication and manufacturing; (12) marine divers, tenders and underwater construction work; (13) job site preparation of all barges and scows to be used in pile driving work; (14) operations of all deck or spud engines and the firing of all boilers on barges or scows; (15) all signaling pertaining to all pile driving work; (16) all other work hereafter awarded to pile drivers.

**8.3. Wages** The wages of pile drivers shall be governed according to the schedule set forth in Article III.

**8.4. General Working Conditions** A crew of pile drivers shall be as follows: enough men to safely perform the job and a foreman. On all floating rigs there shall be at least six (6) men and a foreman: for pulling of pile, the crew shall consist of at least five (5) men and a foreman. A crew shall consist of not more than ten (10) men, and a crew and a foreman may handle only one (1) rig. Any man working as top man setting leads, etc., shall receive ten percent (10%) above the regular scale paid. The crew on pipeline work will be four (4) men and a foreman plus divers and tenders. When two or more crews are being used on one job in regard to pile driving work, the general foreman shall be a member of the Brotherhood. When moving floating rigs with material or derricks they will be manned by two (2) journeymen and a foreman from the harbor or the yard to the job site. Show up time on all jobs will be according to Article V.

**8.5.** The heading, chopping, or splicing of woodpiles shall have extra men added to the regular crew. All preparation of piling, including jetting bailing, pumping, siphoning, and welding of buoy plates or points shall be the work of a pile driver. When there is steady burning and welding during driving or pulling of piling, an additional journeyman will be required in a crew. When a winch man or spool man is being used, there shall be extra men in the crew.

**8.6.** Also to include: the digging of trench for pipe line work and back filling of same and testing of pipe line; the placing of all riprap, till stone, beddingstone, coverstone, and concrete blocks; the manning of all floating equipment that is used in the removal of materials or obstructions of any nature, riprap included, that retard or interfere with the driving of piles or with the placing of wales, bolts, rods; and other pipe line work.

**8.7.** The pile driving crew will be made up entirely of members of the bargaining unit.

## **ARTICLE IX PROTECTION OF PREVAILING WAGES AND CONDITIONS AND OF UNIT WORK**

**9.1. Application** EMPLOYER is in the construction industry and both parties have elected to come under the provisions applicable to the construction industry contained in Section 8(e) of the National Labor Relations Act, as amended.

**9.2. Scope of Foregoing** This Article relates solely to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work.

**9.3.** EMPLOYER in recognition of the territorial and occupational jurisdiction of the UNION, shall not subcontract or contract out job site work coming within the jurisdiction of the Carpenters UNION nor utilize on the job site the services of any other person, company or concern to perform such work that does not pay the prevailing wages under this Agreement. Prevailing wages under this Agreement means an amount equal to the sum of the applicable hourly wage rate and all fringe benefit contributions.

**9.4.** EMPLOYER agrees that he will not subcontract or assign any of the bargaining unit work to be performed at a job site to any contractor, subcontractor, or other person or parties who is not signatory to the Agreement or fails to agree in writing to comply with conditions of employment contained in the area Agreement including, without limitations those relating to UNION Security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

**9.5.** If any EMPLOYER contracts or subcontracts any work covered by this Agreement to be done at the job site to any person or proprietor who is not signatory to this Agreement, the EMPLOYER shall require such subcontractor to be bound, in writing, by all provisions of this Agreement for duration of the project only.

**9.6.** EMPLOYER, when notified in writing by the UNION before final payment is made, shall assure himself that all wages and fringe benefits have been paid by subcontractor employing members of bargaining unit. When contractor is notified by the UNION that subcontractor is delinquent in payment of wages and/or fringe benefits, contractor shall withhold final payment to subcontractor. Verbal notification may be followed by written notice, if requested by contractor. Final payment may be released when UNION verified wages and/or fringes have been paid.

**9.7. Consistency with Federal Law** Provisions of this Article shall be interpreted, construed and applied in a legal manner consistent and not in conflict with laws of the United States.

**9.8.** Any reference in this Agreement to “he” shall be interpreted to mean “he/she”. Any reference in this Agreement to “his” shall be interpreted to mean “his/her.”

## **ARTICLE X WORKER’S AND UNEMPLOYMENT COMPENSATION AND APPRENTICESHIP**

**10.1. Worker’s Compensation/Unemployment Compensation** An EMPLOYER who is a signatory to this Agreement shall be required to maintain adequate Worker’s Compensation insurance coverage with a reputable insurance carrier for all of his employees covered by this Agreement and shall provide a certificate of insurance to the Local having jurisdiction thereof.

**10.2.** In addition, any EMPLOYER who is a signatory to this Agreement and who employs one (1) or more employees shall be required to be covered by and contribute to the Unemployment Compensation Fund of the State of Illinois.

**10.3.** In the event an EMPLOYER fails to comply with his obligation to maintain Worker's Compensation insurance or Unemployment Compensation coverage as set forth in this Section or furnish adequate proof of such compliance to an authorized UNION Representative, the UNION may, at its option, remove his employees from the job. In the event the employees are removed from the job for any of the above stated reasons, the EMPLOYER shall compensate them for all time lost as a result of same.

**10.4. Apprenticeship** A joint apprenticeship committee, consisting of EMPLOYERS or EMPLOYER representatives and representatives of the UNION shall be selected by the parties to this Agreement to formulate standards of apprenticeship for conformity with the minimum standards of the Bureaus of Apprenticeship and Training, U.S. Department of Labor. These standards shall establish non-discriminatory selective procedures, a progressive schedule of wages, job training, periodic examinations, ratio, classroom instruction and adjustments of complaints, and shall establish a system of administration and supervision. The apprenticeship standards thus formulated shall become part of this Agreement.

**10.5. Wage Schedule** All apprentices entering the program after June 1, 1989, will come under the following schedule:

- 1<sup>st</sup> year – 40% of Journeyman's Scale
- 2<sup>nd</sup> year – 50% of Journeyman's Scale
- 3<sup>rd</sup> year – 65% of Journeyman's Scale
- 4<sup>th</sup> year – 80% of Journeyman's Scale

## **ARTICLE XI ARBITRATION, STRIKES AND LOCKOUTS**

**11.1.** Except as provided elsewhere in this collective bargaining agreement, any dispute concerning the proper interpretation and application of this Agreement shall be handled in the first instance by a meeting between a representative of the UNION and the EMPLOYER within seven (7) days after the dispute has been initiated. In the event the dispute involves an issue concerning wages or other issues wherein the UNION must have information or documents in order to proceed, the EMPLOYER must provide such requested information within seven (7) days after receipt of a written request. Failure of the EMPLOYER to timely provide such information shall be deemed an admission of the UNION or employee's claim. This limitation period will only be extended by mutual agreement between the UNION and the EMPLOYER. Disputes must be raised within thirty (30) days of the date the employee or the EMPLOYER become aware of the events giving rise to the dispute. However, the UNION may file a grievance under this provision for a violation of the collective bargaining agreement within thirty (30) days of a representative of the UNION first being made aware of the alleged violation. A representative of the UNION is defined as any elected Regional Council office or any appointed Business Representative.

**11.2.** In the event that the dispute is not resolved within seven (7) calendar days after the parties' first meeting, the matter shall be referred to the Permanent Arbitration Board ("PAB") in writing by the grieving party within seven (7) calendar days after the expiration of

the seven (7) calendar day period. This limitation period will only be extended by mutual written agreement between the UNION and the EMPLOYER.

**11.3.** The arbitration hearing shall begin not later than fourteen (14) days after the date of referral to arbitration. Upon completion of the arbitration hearing, the parties may elect to submit written briefs to the arbitrator no later than seven (7) calendar days after the close of the arbitration hearing. The arbitrator shall issue a written decision and findings fourteen (14) calendar days after the completion of the arbitration hearing unless the arbitrator requests written briefs from the parties, in which the time for the arbitrator's decision shall be twenty-one (21) calendar days after the completion of the hearing. This limitation period may only be extended by mutual written agreement of the UNION and the EMPLOYER.

**11.4.** The PAB shall consist of the following five (5) arbitrators mutually agreed upon between the UNION and the EMPLOYER Association:

Steven Briggs  
Neil Gundermann  
Lisa Salkovitz-Kohn  
Robert McAllister  
Donald Peterson

In the event that any designated arbitrator shall be unable or unwilling to act on the PAB, the UNION and EMPLOYER Association shall mutually agree and designate a substitute. The grievance shall be sent to the arbitrators in rotation, each grievance being submitted to the next arbitrator on the list following the one to whom the most recently submitted grievance has been sent. Upon submission of the grievance, the arbitrator shall be requested to advise both parties promptly as to his earliest available hearing date or dates. If an arbitrator to whom a submission has been made shall be unable to offer a hearing date earlier than fourteen (14) calendar days from the date of delivery of the letter of submittal of a grievance, then, unless the parties agree otherwise, such grievance shall be sent to the next arbitrator in the rotational sequence.. If no arbitrator on the list is able to meet the fourteen (14) calendar day deadline, then, unless the parties agree otherwise, submission shall be submitted to the listed arbitrator with the earliest available hearing date. The expense of the Arbitrator shall be shared by the parties in equal proportions. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have no authority to add to, subtract from or modify any provision of this Agreement. There shall be no strikes, slow downs or withdrawal of men by the UNION while the dispute is being processed through this procedure.

**11.5.** The parties shall mutually exchange all documentation that is relevant to the dispute and requested prior to the arbitration hearing.

**11.6.** In the event that a party refuses to arbitrate or fails to comply with the decision of the Arbitrator, the other party has the right to avail itself of any lawful means necessary to compel compliance, including but not limited to, judicial intervention, work stoppage by withdrawing bargaining unit employees from the EMPLOYER who violates this article, and strike activities.

**11.7.** In any arbitration hearing brought pursuant to this Article, the arbitrator shall have the authority to award the prevailing party its reasonable attorney fees and costs incurred in the action.

**11.8.** The administration of the PAB, including the selection of the arbitrators shall be by mutual agreement of the UNION and MARBA. The administrative procedures will be determined by mutual agreement of the UNION and MARBA and set forth in a separate document.

## **ARTICLE XII MOST FAVORED NATIONS**

**12.1.** In no event shall any EMPLOYER be required to pay higher wage rates or be subject to more unfavorable wage rates, contract terms or work rules than those agreed to by the UNION in any written collective bargaining agreement with any other construction industry EMPLOYER within the contract territory entered into subsequent to the effective date of this paragraph. In no event shall contract terms or work rules granted any subtrade be applied to general carpentry or any other subtrade. However, all employers operating within a subtrade shall have the benefits of this provision within that subtrade. This paragraph shall not apply to any national, international or state agreement. This paragraph applies only to EMPLOYERS represented MARBA and to work within the geographic area covered by the Basic Agreement as set forth in Article I of this Agreement.

**12.2.** It is further understood by and between the parties that it may become necessary for the UNION, in its sole discretion and option, to determine additional zones, or areas within a zone, where a different wage rate or other conditions of employment is applied for single family dwellings. It is understood by and between the parties that should the UNION exercise its option to have a different wage package or other conditions of employment for single family dwellings that such action on the part of the UNION shall not be a violation of Article XII of this Agreement, and any changes granted apply to all EMPLOYERS in the Zone covered by this Agreement.

**12.3.** Nothing herein shall be construed as allowing any EMPLOYER party to this Agreement to pay an amount less than the wages or benefits of this Agreement or to change the employment standard provided herein.

## **ARTICLE XIII AGREEMENT AND EXPIRATION**

**13.1. Entire Agreement of the Parties** This represents the entire Agreement of the parties, it being understood that there is no other Agreement or understanding, oral or written. The EMPLOYER understands that the UNION is a fraternal society and, as such, in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the rights to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the UNION or with respect to any other matters for its own use. However, such rules or regulations, whether contained in By-Laws, Constitution, or otherwise, shall have no

effect, directly or indirectly, upon this collective bargaining agreement, any employment relationship or the relationships between the parties.

**13.2.** If an EMPLOYER withdraws from an association represented by MARBA, the EMPLOYER must notify the UNION, in writing, of such withdrawal. An EMPLOYER withdrawing from an Association agrees to be bound to this Agreement for the remaining term of the Agreement.

**13.3.** This Agreement and its provision thereof shall be in full force and effect beginning June 1, 2008, for fringes and wages and shall continue in full force and effect and be automatically renewed thereafter unless either party desires a change in the provisions of this Agreement, in which event they shall notify the other party of such desired change or changes one hundred twenty (120) days prior to the expiration date of this Agreement, which shall be May 31, 2010.

#### **ARTICLE XIV UNITED BROTHERHOOD OF CARPENTERS NATIONAL FUNDS**

**14.1.** In addition to any contributions otherwise called for herein, the parties agree that the EMPLOYER shall make a contribution of six cents (\$0.06) per hour worked for each employee covered by this Agreement to the Carpenters International Training Fund (“Training Fund”). The parties agree that the EMPLOYER shall make a contribution of two cents (\$0.02) per hour worked for each employee covered by this Agreement to the UBC Labor Management Education and Development Fund (“Education Fund”). Payment shall be made to the Training Fund and Education Fund or to such collection agent as is designated by the Training Fund and Education Fund on or before the 20<sup>th</sup> day of the month following the month of the work performed. The EMPLOYER hereby agrees to be bound by the Agreements and Declaration of Trust for the Training Fund and Education Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts.

The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article XI.

#### **ARTICLE XV LABOR/MANAGEMENT UNION CARPENTRY COOPERATION PROMOTION FUND**

**15.1.** The parties hereby establish a Labor/Management Union Carpentry Cooperation Promotion Fund to enhance the use of Union Carpentry Construction to increase opportunities for UNION members and signatory EMPLOYERS. This Fund shall be collected by the fringe benefit offices affiliated with the Chicago Regional Council of Carpenters. This Fund shall be used solely to promote the Union Carpentry Industry and shall be governed by a Board of Trustees based on the equal representation of three (3) UNION and three (3) EMPLOYER representatives. All expenses, remuneration and salaries shall be decided by a majority vote of Fund Trustees. Each EMPLOYER shall contribute two cents (\$0.02) per hour for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement.

The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article XI.

## **ARTICLE XVI SUBSTANCE ABUSE AND RECOVERY PROGRAM**

**16.1.** The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The EMPLOYER and the UNION seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all its employees.

### **16.2. Definitions.**

a. Company Premises - The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.

b. Prohibited Items & Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.

c. Employee - Individuals, who perform work for the EMPLOYER, including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

d. Accident - Any event resulting in injury to a person or property to which an employee, or contractor/contractor’s employee, contributed as a direct or indirect cause.

e. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

f. Reasonable Cause - Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

### **16.3. Confidentiality**

a. All parties to this policy and program have only the interests of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your illness is handled in a confidential manner.

b. All actions taken under this policy and program will be confidential and disclosed only to those with a “need to know”.

c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

e. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

#### **16.4. Rules - Disciplinary Actions – Grievance Procedures**

1. Rules - All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

a. Use, possess, dispense or receive prohibited substances on or at the job site; or

b. Report to work with any measurable amount of prohibited substances in their system.

2. Discipline - When the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

a. Applicants testing positive for drug use will not be hired.

b. Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.

c. Employees who refuse to cooperate with testing procedures will be terminated.

d. Employees found in possession of drugs or drug paraphernalia will be terminated.

e. Employees found selling or distributing drugs will be terminated.

f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

3. Prescription Drugs - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

4. Grievance - All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreement.

#### **16.5. Drug/Alcohol Testing**

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While “random” testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- a. A pre-employment drug and alcohol test may be administered to all applicants for employment;
- b. A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- c. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;
- d. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period;
- e. Employees may also be tested on a voluntary basis.
- f. Random drug testing conducted under the policy and procedure contained in Section 16.7.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood test will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

#### **16.6. Rehabilitation and Employee Assistance Program**

a. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist in locating a suitable employee assistance program for that treatment, and will counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.

b. If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

c. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

### **16.7. Random Drug Testing Policy and Procedure**

The Random Drug Testing Policy and Procedure are as follows:

#### **1. Employees Subject to Testing**

The parties agree to the establishment of a random testing program that shall include all current employees and future employees.

#### **2. Random Rate**

Random testing may be conducted as follows:

(a) Once per calendar month the employer may randomly test a portion of the bargaining unit members working for the company.

(b) The employer shall maintain sufficient records of testing to allow the Union to determine whether the provisions of this Article are in compliance.

#### **3. Selection Period**

(a) The selection period is an interval within the program period for which a given number of random selections are performed. The frequency of selection shall be once during each calendar month, although the actual specimen collection may occur on any working day within that calendar month.

(b) Each individual company shall submit a current employee list for each selection period to a Third Party Administrator that will computer-generate a list of randomly-selected employees.

(c) Each individual company shall designate the specific day and time within the selection period the sample is to be collected for each employee selected. To ensure the deterrent effect of random testing, testing shall be spread out through the selection period and include a representative sample of all work days, including weekends and holidays when feasible. In no event shall an employee be required to submit to testing when the employee is not physically present on the jobsite or employer office and engaged in bargaining unit work for the company. Moreover, in order to be tested, the employee must be scheduled to perform bargaining unit work on a jobsite on the date the testing is to occur.

#### 4. Testing Procedures

(a) The cost of all tests, specimen collection and random selection shall be borne by each individual company. Each company shall pay the employee for all time spent complying with Section 32.7, including travel to and from the collection location and time spent for testing. Each randomly-selected employee shall be responsible for getting to and from the collection site in a timely manner. Failure of the employee to get to the testing site in a timely manner shall be deemed a refusal to be tested unless the employee can demonstrate by clear and convincing evidence that the failure to so appear was outside the employee's control. The Employer shall be responsible for transporting any Employee who does not have an individual means of transportation.

(b) Each individual company may elect to have the employee finish his work day at the collection location. Overtime provisions of the Agreement shall apply.

(c) Employees are required to cooperate in all specimen collection and/or testing procedures. This shall include providing a sample either on the job-site or collection location and having in their possession valid picture identification and any testing paperwork given to the employee by the company.

#### 5. Testing

(a) The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health and Human Services - Substance Abuse and Mental Health Service Administration (SAMHSA).

(b) Specimen samples shall be collected at the third party administrator collection location or at the job-site by a third party administrator who has been properly trained to collect specimen samples to meet guidelines established by the Department of Transportation.

(c) A split sample shall be secured from each employee tested. When a urine sample is taken, the sample will be collected in a single container and then split into two containers by the collector. When an oral swab is taken, the collector shall swipe into two separate swabs and keep each swab separate.

(d) All initial tests will be tested by the accepted industry standard screening methodology appropriate for the type of specimen. All initial positive tests shall be confirmed by gas chromatography/mass spectrometry (GC/MS) or the appropriate industry standard confirmatory methodology appropriate for the type of specimen.

(e) Urine and/or oral fluids may be tested.

(f) Testing for alcohol shall be at the option of the company. Testing for alcohol shall follow 49 CFR Part 40 Subparts J and K Procedures for Transportation Workplace Drug and Alcohol Testing Programs for the Department of Transportation, as that provision may from time to time be amended.

(g) All illegal drugs, controlled substances, look-alike drugs, and designer drugs, may be tested for.

(h) Use of prescription drugs outside the parameters of the prescription and physician's advice may be tested for.

(i) The United States Department of Transportation levels for "positive" or "negative" drug test results shall be the standard where applicable. Alcohol test results of .02 and higher shall be treated the same as a positive test result.

(j) All confirmed positive test results shall be reviewed, verified and reported to each company by a Medical Review Officer (MRO). The MRO shall not review positive alcohol tests reported from a breathalyzer.

## 6. Test Results

(a) Test results that are verified by the MRO as positive or positive dilute shall be handled in accordance with the Agreement, including termination of employment.

(b) Test results that are verified by the MRO as adulterated or substituted as determined by the laboratory and verified by the MRO shall be treated as a positive test result.

(c) Test results that are verified by the MRO as negative dilute shall allow for a new specimen collection and test at the company's discretion. The second test result shall be considered the test of record and the first result disregarded.

(d) Test results that indicate misuse of prescription drugs shall be treated as a positive test result.

(e) A refusal to provide a sample shall be treated as a positive test result.

(f) Specimen samples that cannot be collected, or collected properly due to an uncooperative employee shall be treated as a positive test result and handled in accordance with the Agreement.

(g) In the case of a specimen sample that cannot be collected because an employee does not provide a sufficient amount of urine for the drug test (i.e., 45 ml of urine), the following procedures shall be followed:

(1) The collector must discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering, in which case the test is treated as a positive or positive dilute test result;

(2) The employee shall be given the opportunity to drink fluids but shall not be forced to drink fluids. The employee shall be informed that he or she has up to three hours to produce an adequate urine specimen, and when that three hour period begins and ends.

(3) If the employee refuses to attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, it is treated as a refusal to test.

(4) If the employee is unable to provide an adequate urine specimen after the conclusion of the three hour period, the collector must immediately inform the employer and follow 49 CFR Part 40.193 Procedures for Transportation Workplace Drug and Alcohol Testing Programs from the Department of Transportation, as that provision may be from time to time amended. The company, at its option, can require testing by an alternate method, including blood or oral fluids.

(5) Test results that indicate a fatal flaw, invalid sample, cancelled test, damage in shipment, defect in collection procedures, laboratory errors shall result in a new specimen collection and test at the company's option.

7. Indemnification and Hold Harmless

The Employer shall release, indemnify and hold the Union including its officers and agents completely harmless from any claims and allegations of loss, damage and injury resulting from the implementation of random testing which is not specifically authorized by the terms of this Article.

8. Policy of Non-Discrimination and Non-Harassment

The Employer is strictly prohibited from using this random testing procedure to either harass or discriminate against any person for any reason.

**IN WITNESS WHEREOF**, the parties have executed this Contract Extension Agreement on the dates indicated.

**CHICAGO REGIONAL COUNCIL  
OF CARPENTERS**

Frank T. Libby, President  
Jeffrey Isaacson, First Vice President

**MID-AMERICA REGIONAL  
BARGAINING ASSOCIATION,**  
for and on behalf of its present and  
future members who assign the authority  
to represent them for collective bargaining  
purposes.

J. David Pepper, Chairman  
of MARBA Bargaining Committee

**SIDE LETTER**  
**Kane, Kendall & McHenry Counties**  
**2005-2008 Area Agreement**

This Side Letter Agreement entered into between the Chicago Regional Council of Carpenters (“UNION”) and the Mid-America Regional Bargaining Association this 8<sup>th</sup> day of January, 2001, it is agreed as follows:

*Employer fringe benefit contributions will be paid on a “money follows the man” basis for members who participate in the Chicago and Geneva benefit plans.*

*A member’s home fund is the benefit fund that provides for the local union geographic area in which he or she is a member. The Employer will pay the home fund’s contribution rate to the member’s home fund regardless of whether a member performs work in either the Chicago or Geneva benefit fund jurisdictions.*

Chicago Regional  
Council of Carpenters

Mid-America Regional  
Bargaining Association

**Side Letter Agreement**

THIS Side Letter Agreement is effective June 1, 2008 through May 31, 2010, by and between **MID-AMERICA REGIONAL BARGAINING ASSOCIATION** for and on behalf of its present and future members, together with such other employers who become signatory to this Agreement (referred to herein as “EMPLOYER or EMPLOYERS”), and the **CHICAGO REGIONAL COUNCIL OF CARPENTERS** for and on behalf of the Local Unions under its jurisdiction in Kane, Kendall and McHenry Counties, Illinois (hereinafter referred to as the “UNION”), and shall be incorporated into and made a part of the Area Agreement.

This Side Letter Agreement shall be in full force and effect from June 1, 2008 through May 31, 2010.

NOW, THEREFORE, it is hereby agreed as follows:

**Article V, Fringe Benefits**

The Union will exercise its right to direct contributions to a fund other than the existing fund solely for the purpose of effectuating a merger of trust funds.

**Article XI, Arbitration, Strikes and Lockouts**

The Union agrees to furnish the Association with copies of all requests for arbitration simultaneously with any request sent to the PAB. In addition, the Union shall notify the Association of hearing dates at least ten (10) days in advance of the PAB hearing and will provide the Association with a copy of any arbitration decision within seven (7) days of receipt of any decision.

IN WITNESS WHEREOF, the parties have executed this contract effective as of the dates indicated.

CHICAGO REGIONAL COUNCIL OF

MID-AMERICA REGIONAL BARGAINING  
CARPENTERS ASSOCIATION, for and on  
behalf of its present and future members who  
assign their authority to represent them for  
collective bargaining purposes.

Signed: \_\_\_\_\_  
Frank T. Libby, President

Signed: \_\_\_\_\_  
J. David Pepper, Chairman  
of MARBA Bargaining Committee

Signed: \_\_\_\_\_  
Jeff Isaacson, First Vice President