

RECEIVED MAY 18 2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CHICAGO
REGIONAL COUNCIL OF CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS
& JOINERS OF AMERICA**

And

ILLINOIS VALLEY CONTRACTORS ASSOCIATION INC.

COVERING COMMERCIAL WORK

**PERFORMED IN THE ILLINOIS COUNTIES OF
Bureau, LaSalle, Marshall, Putnam and Stark**

EFFECTIVE JUNE 1, 2015 TO MAY 31, 2018

| | |
|---|-----------|
| <u>ARTICLE I PREAMBLE & DECLARATION OF PRINCIPLES.....</u> | <u>4</u> |
| <u>ARTICLE II MANAGEMENT RIGHTS.....</u> | <u>4</u> |
| <u>ARTICLE III RECOGNITION & SCOPE</u> | <u>4</u> |
| <u>ARTICLE III, SECTION 1 BARGAINING UNIT.....</u> | <u>4</u> |
| <u>ARTICLE III, SECTION 2 RECOGNITION.....</u> | <u>4</u> |
| <u>ARTICLE III, SECTION 3 OCCUPATIONAL SCOPE</u> | <u>5</u> |
| <u>ARTICLE III, SECTION 4 CARPET, LINOLEUM, AND TILE LAYERS</u> | <u>6</u> |
| <u>ARTICLE III, SECTION 5 PILEDRIVERS</u> | <u>6</u> |
| <u>ARTICLE III, SECTION 6 SUB-CONTRACTING</u> | <u>8</u> |
| <u>ARTICLE IV UNION SHOP, AND INDEMNIFICATION</u> | <u>8</u> |
| <u>ARTICLE IV, SECTION 1 EQUAL REPRESENTATION</u> | <u>8</u> |
| <u>ARTICLE IV, SECTION 2 UNION SECURITY</u> | <u>8</u> |
| <u>ARTICLE IV, SECTION 3 INDEMNIFICATION</u> | <u>8</u> |
| <u>ARTICLE IV, SECTION 4 FEDERAL LAW</u> | <u>8</u> |
| <u>ARTICLE V WAGES AND DUES CHECK-OFF</u> | <u>9</u> |
| <u>ARTICLE V, SECTION 1 RIGHT TO INCREASE</u> | <u>9</u> |
| <u>ARTICLE V, SECTION 2 WAGES</u> | <u>9</u> |
| <u>ARTICLE V, SECTION 3 DUES CHECK-OFF</u> | <u>9</u> |
| <u>ARTICLE V, SECTION 4 WAGES FOR FOREMAN</u> | <u>9</u> |
| <u>ARTICLE V, SECTION 5 PAYMENT OF WAGES</u> | <u>10</u> |
| <u>ARTICLE V, SECTION 6 CHECK STUBS</u> | <u>10</u> |
| <u>ARTICLE V, SECTION 7 VOLUNTARY TERMINATION OF EMPLOYMENT</u> | <u>10</u> |
| <u>ARTICLE V, SECTION 8 PAYROLL SAVINGS DEDUCTION</u> | <u>10</u> |
| <u>ARTICLE VI FRINGE BENEFITS</u> | <u>10</u> |
| <u>ARTICLE VI, SECTION 1 AGREEMENT & DECLARATION OF TRUST & RULES</u> | |
| <u>GOVERNING FRINGE BENEFITS.....</u> | <u>10</u> |
| <u>ARTICLE VI, SECTION 2 INDUSTRY ADVANCEMENT FUND.....</u> | <u>11</u> |
| <u>ARTICLE VI, SECTION 3 LABOR MANAGEMENT COMMITTEE, - DEFINITION AND</u> | |
| <u>PURPOSE.....</u> | <u>11</u> |
| <u>ARTICLE VI, SECTION 4 CONTRIBUTION REMITTANCE</u> | <u>12</u> |
| <u>ARTICLE VI, SECTION 5 APPRENTICE CONTRIBUTION</u> | <u>12</u> |
| <u>ARTICLE VI, SECTION 6 UBC NATIONAL FUND</u> | <u>12</u> |
| <u>ARTICLE VI, SECTION 7 FAILURE TO REPORT OR CONTRIBUTE</u> | <u>13</u> |
| <u>ARTICLE VI, SECTION 8 BONDING</u> | <u>13</u> |
| <u>ARTICLE VI, SECTION 9 TRUST AGREEMENTS & COMPLIANCE WITH LAW</u> | <u>14</u> |
| <u>ARTICLE VII GENERAL WORKING CONDITIONS</u> | <u>14</u> |
| <u>ARTICLE VII, SECTION 1 PRE-JOB CONFERENCE</u> | <u>14</u> |
| <u>ARTICLE VII, SECTION 2 ACCESS TO PROJECT OFFICE</u> | <u>14</u> |
| <u>ARTICLE VII, SECTION 3 STEWARD</u> | <u>14</u> |
| <u>ARTICLE VII, SECTION 4 SHOW-UP PAY & MINIMUM TIMES.....</u> | <u>15</u> |
| <u>ARTICLE VII, SECTION 5 CONCRETE FORMS</u> | <u>16</u> |
| <u>ARTICLE VII, SECTION 6 TOOLS, TOOL STORAGE & SHEDS</u> | <u>16</u> |
| <u>ARTICLE VII, SECTION 7 WORKDAY, WORKWEEK</u> | <u>16</u> |
| <u>ARTICLE VII, SECTION 8 HOLIDAYS</u> | <u>17</u> |
| <u>ARTICLE VII, SECTION 9 LABOR DAY</u> | <u>17</u> |
| <u>ARTICLE VII, SECTION 10 OVERTIME</u> | <u>17</u> |

| | |
|--|----|
| ARTICLE VII, SECTION 11 COFFEE BREAKS | 17 |
| ARTICLE VII, SECTION 12 SHIFT WORK..... | 17 |
| ARTICLE VII, SECTION 13 PREMIUM PAY..... | 18 |
| ARTICLE VII, SECTION 14 UNION REPRESENTATION..... | 18 |
| ARTICLE VII, SECTION 15 PICK-UP TIME | 18 |
| ARTICLE VII, SECTION 16 PROCUREMENT OF LABOR..... | 18 |
| ARTICLE VII, SECTION 17 SAFETY | 19 |
| ARTICLE VII, SECTION 18 SANITATION | 19 |
| ARTICLE VII, SECTION 19 RAIN GEAR..... | 19 |
| ARTICLE VII, SECTION 20 EMPLOYER QUALIFICATIONS..... | 20 |
| ARTICLE VII, SECTION 21 WORKING EMPLOYER..... | 20 |
| ARTICLE VII, SECTION 22 EMPLOYER'S RESPONSIBILITY..... | 20 |
| ARTICLE VIII SAVING CLAUSE..... | 20 |
| ARTICLE IX WORKMAN'S & UNEMPLOYMENT COMPENSATION..... | 20 |
| ARTICLE X APPRENTICES..... | 21 |
| ARTICLE X, SECTION 1 APPRENTICE WAGE RATES..... | 21 |
| ARTICLE X, SECTION 2 JOINT APPRENTICESHIP & TRAINING COMMITTEE | 21 |
| ARTICLE X, SECTION 3 RATIO OF APPRENTICES TO JOURNEYMEN..... | 21 |
| ARTICLE X, SECTION 4 HIRING OF APPRENTICES..... | 21 |
| ARTICLE X, SECTION 5 DISCHARGE OF AN APPRENTICE | 21 |
| ARTICLE XI CONTINUING EDUCATION | 22 |
| ARTICLE XII GRIEVANCE & ARBITRATION | 22 |
| ARTICLE XII, SECTION 1 GRIEVANCE PROCEDURE | 22 |
| ARTICLE XII, SECTION 2 ARBITRATION..... | 22 |
| ARTICLE XIII NO STRIKES, WORK STOPPAGES AND LOCKOUTS..... | 22 |
| ARTICLE XIV DRUG POLICY..... | 22 |
| ARTICLE XV DURATION, TERMINATION AND AMENDMENT | 23 |
| ARTICLE XV, SECTION 1 DURATION AND TERMINATION | 23 |
| ARTICLE XV, SECTION 2 MUTUAL AMENDMENT AT ANY TIME | 23 |
| ARTICLE XVI CONFLICT WITH LAW..... | 23 |
| ADDENDUM I - SPECIAL PROJECTS AGREEMENT | 24 |

1 THIS AGREEMENT made and entered into as of the first day of June 2015 by and
2 between the Illinois Valley Contractors Association, Inc., herein called the "Employer", in
3 behalf of itself and its employer members and the Chicago Regional Council of Carpenters
4 and on behalf of Carpenters Local Union No. 195 under its jurisdiction of the United
5 Brotherhood of Carpenters and Joiners of America, herein called the "Union". The counties
6 covered under this Agreement are: Bureau, La Salle, Marshall, Putnam, and Stark in
7 Illinois.

8 **ARTICLE I PREAMBLE & DECLARATION OF PRINCIPLES**

9 The Employer members of the Association are engaged primarily in the building and
10 construction industry, and as such, the Employer and the Association and the Union have a
11 common interest in same. The Association and the Union hereby pledge themselves to the
12 highest degree of harmony and good faith in the performance of this Agreement. The
13 Employer members of the Association being in the building and construction industry,
14 excellence and safety of endeavor are the prime requisites of the continuation and success of
15 the business of each Employer.

16 Any Contractor not having assigned their bargaining rights to the Association may
17 receive the benefits and assume the obligations of this Agreement with the Union by
18 signing an exact copy of this Agreement and be bound by the terms and provisions thereof.

19 **ARTICLE II MANAGEMENT RIGHTS**

20 The Employer retains full and exclusive authority for the management of its
21 operations. The employer shall direct his working forces at his sole prerogative, including,
22 but not limited to: hiring, promotion, overtime assignments, layoff or discharge, provided,
23 however, that the Employer shall not use this right for the purpose of discriminating
24 against any employee because of his membership or legitimate activities in the Union.

25 There shall be no limit on production by employees nor restrictions of the full use of
26 tools or equipment. Employees shall use such tools as required to perform any of the work
27 of the trade. The operation of all equipment shall be assigned to the proper craft
28 jurisdiction.

29 No rules, customs, or practices shall be permitted or observed which limit or restrict
30 production, or limit or restrict the working effort of employees. The Employer shall
31 determine the most efficient method of techniques of construction, tools or other labor-
32 saving devices to be used. However, safety of the employees on the jobsite shall be of prime
33 concern to the Employer. There shall be no limitations upon the choice of materials or
34 design. The Employer shall schedule work and shall determine when overtime will be
35 worked. The Employer shall determine the recording devices, checking systems, brassing or
36 other methods of keeping time records.

37 The foregoing enumeration of management rights shall be deemed to be inclusive.

38 **ARTICLE III RECOGNITION & SCOPE**

39 **ARTICLE III, SECTION 1 BARGAINING UNIT**

40 The bargaining unit shall be comprised of all employees engaged in the work
41 described in ARTICLE III, SECTION 3 , ARTICLE III, SECTION 4 , and ARTICLE III,
42 SECTION 5 of this Article. The territory covered by this Agreement is as described above.

43 **ARTICLE III, SECTION 2 RECOGNITION**

44 The Employer recognizes the Union as the sole and exclusive collective bargaining
45 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.

ARTICLE III, SECTION 3 OCCUPATIONAL SCOPE

This Agreement covers all the work of the carpenters including journeymen and apprentices. Carpenter work is partially described as follows. This description of the work is not intended to include all the work of the carpenter that may have been done in the past, present or the future.

The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erection, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all work related to asbestos abatement and all other substitute materials.

Our claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the trade: Carpenters and Joiners; Piledrivers; Bridge, Dock and Wharf Carpenters; Boat Builders; Ship Carpenters; Joiners and Caulkers; Cabinet Makers; Bench Hands; Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Carpet, Linoleum and Tile, Marble, and Terrazzo Workers involved in the preparation, installation, finishing, repair and maintenance of tile, marble, terrazzo and dimensional stone; Shinglers; Siders; Insulators; Acoustic Dry Wall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling, or manufacturing of products used in the trade and the handling, erecting and installing material on any of the above divisions or subdivisions, 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, including all work jurisdiction formerly claimed by the Lather's International Union.

All work in connection with the installation, erection and/or application of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to the following items: all floor and ceiling runners, studs, stiffeners, cross bracings, fireblocking resilient channels, furring channels, door and windows including frames, casing, moulding, base, accessory trim items, gypsum drywall materials, laminated gypsum systems backing board, finish board, fireproofing of beams and columns and fireproofing of chase with sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes and all other necessary or related work in connection therewith.

The layout work for all buildings, houses, foundations, etc., to include the erection of all batter boards and to include the use of all tools and instruments in connection thereof.

The handling and stockpiling of material such as lumber, metal studs, trusses, dry wall, acoustical tile, floor tile, stock windows, doors, door frames, sheeting, shingles, or other similar materials commonly used by carpenters, the unloading of boxes and bundles or warehousing, and the moving of such materials; the handling of fixtures and/or finished material where it is knocked down or in bundles, crated, or uncrated, unloaded from the truck into the building or on the job site and taken to the approximate point of installation, free standing furniture, the unloading, handling, and placing, furniture knocked down and to be assembled, the unloading and handling to the point of installation, and the

assembling, In cases of furniture bolted or screwed to the wall, the unloading and handling.
The carrying or moving of material from floor to floor inside or outside of the building
by any mode or method to the stockpile, the full use of the dolly from the truck to
installation;

The cleaning up and removing of the crating material and the cleaning debris; the
cleaning of floors and power sanding and applying of mastic, the first cleaning of finished
tile, removal of boxes, cartons, and so forth;

Special scaffolding requiring cutting and fitting, scaffolding to be erected over
fourteen (14) feet in height and the erection and dismantling of scaffolding, scaffolding such
as horses, trusses and tubular scaffolding under fourteen (14) feet, including the erection of
runways where concrete is to be wheeled over, scaffolding erected for the installation of
acoustical tile or other ceiling material;

The hanging of protective canvas, the framing for the hanging of the canvas;

The handling of seating, such as is to be used in auditoriums, gyms, etc..., the
unloading, uncrating, distribution, and installation of seating units;

The handling of all power tools commonly used for installation;

The unloading, handling of prefabricated houses and buildings.

When the term "Carpenter and Joiner" is used, it shall mean all the subdivisions of
the trade.

ARTICLE III, SECTION 4 CARPET, LINOLEUM, AND TILE LAYERS

All installations which consist of fitting, laying and all necessary on-the-job sewing of
carpets, rugs, linoleum, wall linoleum, sink tops, cork carpets, matting, seaming with heat
tape and irons, linotile, rubber tile, asphalt tile, readlite tile, vinyl tile and poured seamless
floors, track sewing, binding, fringing, surging, underlayment, priming and sealing of floors
when same is in floor laying contract, plastic and metal wall tiles and other resilient tiles,
synthetic indoor and outdoor coverings such as Astro-Turf, Tartan and other similar
products taking up of carpet, linoleum, and all other floor coverings, the drilling of holes for
sockets and pins and the fitting of all devices for the attachment of carpets or other floor
coverings, the fitting of edges on steps and at openings for the protection of linoleum and
other floor coverings, new or old, the cleaning and waxing of all flooring required at the
time of installation, the lifting or moving of any flooring or floor coverings materials on the
jobsite, the reasonable preparation of all floors and all other work pertaining to floor
coverings, this shall include all unloading, handling of all materials to be installed and the
removal of all materials when preparing floor when contracted by the Employer and the
Carpet, Linoleum and Tile Layers may, to facilitate their work, carry small company tools
and supplies in company-owned or leased vehicles. All the foregoing shall be classified as
Carpet, Linoleum and Resilient Tile Layer's work. The Employer hereby agrees to assign
all work described in this Section as provided herein. The provisions of this Section shall
not prevent the Union from making claims for other work for employees in the bargaining
unit.

Power tools, tile cutters, roller and telescope power stretcher are to be supplied by
the Employer. The employees agree to supply themselves with modern hand tools.

ARTICLE III, SECTION 5 PILEDRIVERS

The Employer recognizes that the Union claims jurisdiction of the work performed on
all piling operations, the driving of wood pile and the heading and pointing of same,
including the driving, pulling, cutting off and capping of all steel piling, including pipe,

138 sheeting, H-Beams, I-Beams and caissons; the driving of concrete pile, precast or cast in
139 place, the driving of all composite pile; poured-in-place piling, where it is necessary for
140 signals to be given the operator of the drilling rig in order to align, plumb and spot the drill,
141 this part of the work shall be done by the Piledriver. The handling and installation of the
142 steel casing, including the welding, bolting and pulling of casing shall be the work of the
143 Piledrivers.

144 The driving of all cofferdams, fabrications, installation and removal of all bracing and
145 walers in cofferdams and the erection of all trestles, false work and docks; the jobsite
146 erecting and dismantling of derricks, A-frames, cranes and gin poles, when used in
147 conjunction with piledriving work.

148 The cribbing, shoring and underpinning of buildings when piledriving is involved; the
149 erection, dismantling and jacking of pile load tests; the jobsite loading; unloading and
150 distribution of all piling; the jobsite maintenance of pile driving equipment; all burning,
151 welding and splicing of piling including welding of all end plates and bearing plates prior to
152 driving and after installation of piling.

153 Operating of all valves used in conjunction with piledriving operations, except when
154 installed within cab of pile driving rig; the jobsite preparation of all barges and scows to be
155 used in piledriving work; crane signaling pertaining to all piledriving work.

156 When there is steady welding during driving of piling, an additional journeyman will
157 be required in a crew.

158 When a crew of two (2) or more welders is employed on a job operation, one (1) shall
159 be designated as a working foreman and shall receive the current foreman's rate of pay
160 which is ten percent (10%) above the journeymans wage rate so long as there is no other
161 piledriver foreman on the job.

162 In the event the Employer decides it necessary to work at any time during inclement
163 weather, the Employer shall make foul weather gear available for the employees.

164 Any special certification test of a qualified piledriver-welder, taken for the
165 convenience of the Employer, shall be paid by the Employer. Before a qualified piledriver-
166 welder commences the welding test, he shall be placed on the payroll of the Employer and
167 be paid piledriver's wages. This shall apply to all carpenters, where they have to be
168 certified welders. After a qualified welder has passed a certification test by a recognized
169 testing laboratory, he should be classed as a certified welder.

170 For the safety and efficient operation of piledriving work, a piledriving crew shall
171 consist of not less than four (4) men and a foreman, except when there is a shell crew. On
172 all floating rigs there shall be at least six (6) men and a foreman. A crew shall consist of not
173 more than ten (10) men and a foreman, and a crew and foreman may handle only one (1)
174 rig.

175 There shall be a piledriver foreman on all jobs and his wage scale shall be not less
176 than TEN PERCENT (10%) above the regular journeyman piledriver scale of wages. On all
177 jobs where there are two (2) or more piledriver foremen, there shall be a general foreman
178 and his wages shall not be less than FIFTEEN PERCENT (15%) per hour above the regular
179 journeyman piledriver scale of wages. Where there are three (3) or more piledriver crews,
180 the general foreman shall not handle a crew.

181 The hours of work for Piledrivers shall be the same as under ARTICLE VII,
182 SECTION 6 and the scale of wages shall be the same as under ARTICLE V, SECTION 2 .
183 Any piledriver working as top man setting leads, etc., shall receive TWENTY-FIVE CENTS
184 (\$.25) per hour above the regular wage scale.

Where creosote or any other irritant material is used that is harmful to either body or clothing, the rate of wages shall be TWENTY-FIVE CENTS (\$.25) per hour above the regular scale of wages.

The Contractor shall furnish any necessary protective medication such as petroleum jelly to prevent burns from creosote or chemicals which may prove injurious to the skin. Gloves of protective nature shall be furnished for such work by the Contractor.

ARTICLE III, SECTION 6 SUB-CONTRACTING

The Employer agrees that he will not contract or subcontract any carpenter work performed at the site of construction, alteration, or repair of a building, structure, or other work to any person, company or concern that does not have a collective bargaining agreement with the Union.

Any Employer, when notified in writing by the Union, before the final payment is made, shall assure himself that all wages and fringe benefits have been paid by the subcontractor employing members of the bargaining unit.

ARTICLE IV UNION SHOP, AND INDEMNIFICATION

ARTICLE IV, SECTION 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 nonmembership in the Union.

ARTICLE IV, SECTION 2 UNION SECURITY

All present 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 a condition of their employment on the eighth (8th) day following the beginning of their employment or the effective date of this Agreement, which ever is the later as authorized in Section 8 (a) (3) of the Labor Management Relations Act of 1947 as amended by the Act of 1959. Upon written notice from the Union notifying the Employer of the failure of any employee covered by this Agreement to complete or maintain his membership because of non-payment of dues, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further that no Employer or the Union shall discriminate against any 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 required as a condition of acquiring membership. There shall be no discrimination with respect to any term or condition of employment because of race, color, creed, sex or national origin.

ARTICLE IV, SECTION 3 INDEMNIFICATION

The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the provisions of ARTICLE V, SECTION 3 .

ARTICLE IV, SECTION 4 FEDERAL LAW

The provisions of this Article shall be in a fashion consistent with Federal Law.

ARTICLE V WAGES AND DUES CHECK-OFF**ARTICLE V, SECTION 1 RIGHT TO INCREASE**

If the Union decides to increase the fringe benefits for its members, they may use any part of the wage increase negotiated to do so on a sixty (60) day notice to the Contractors before June 1 of any year.

ARTICLE V, SECTION 2 WAGES

The minimum rate of wages for all carpenters working within the jurisdiction of Local 195 shall be:

Effective June 1, 2015 – Total increase \$1.50 per hour

Effective June 1, 2016 – Total increase \$1.50 per hour

Effective June 1, 2017 – Total increase \$1.50 per hour

The allocation among wages and other contributions with the exception of the Illinois Valley Contractors Industry Advancement Fund, Industry Advancement Fund, ARTICLE VI, SECTION 2, and Labor Management, ARTICLE VI, SECTION 3, 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 prior to the effective date.

ARTICLE V, SECTION 3 DUES CHECK-OFF

Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from such employee's wages the dues and assessments of the Chicago Regional Council of Carpenters with which the Local Union is affiliated and remit same to the depository established by the Union as directed in writing by said Union together with a list of the names of the employees from whose pay deductions were made. The Union reserves the right to directly collect this deduction at a later date. Such a written authorization may be revoked by the employee's written notice by registered mail to the Employer and the Chicago Regional Council of Carpenters, received by all during the thirty (30) day period prior to the end of any applicable collective bargaining agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for an additional yearly period or until the end of the collective bargaining agreement, whichever occurs sooner and for successive periods thereafter in accordance with the foregoing.

ARTICLE V, SECTION 4 WAGES FOR FOREMAN

Where there are three (3) or more carpenters on any one crew, one (1) journeyman shall be designated as a working foreman and shall receive the wages of foreman. The wages of a foreman shall receive not less than seven percent (7%) per hour above the rate of wages for a journeyman. No foreman shall supervise more than ten (10) carpenters. Where there is a general carpenter foreman on the job supervising other carpenter foreman, the general foreman shall receive not less than ten percent (10%) per hour above the journeyman rate. Foreman and general foreman shall take orders only from the designated Employer representative. Any contractor outside the jurisdiction of the Chicago Regional Council of Carpenters shall have the right to employ one (1) key person for management personnel (superintendent or foreman). All other employees will come from Local Union No. 195.

The Employer shall have the right to employ one (1) company foreman on any of his

projects providing he is a journeyman in good standing for one (1) year of the United Brotherhood of Carpenters and Joiners of America. All other foremen will be members of the Chicago Regional Council of Carpenters that are in good standing for one (1) year.

ARTICLE V, SECTION 5 PAYMENT OF WAGES

All wages shall be paid weekly with no more than three (3) days' pay held back by the Employer. In addition, the payment of wages shall be made on the job during working hours. If the employees are kept waiting after quitting time, they shall remain on the job and also be paid at the rate of time and one-half (1 -1/2) until such time as the total payment of wages due is made. If the Employer lays employees off prior to payday, he shall pay them all wages due at the time of lay-off and such payment shall be made on the job, unless prior arrangements have been mutually agreed to.

ARTICLE V, SECTION 6 CHECK STUBS

Each employing Contractor agrees to give each Employee a check stub or a receipt showing the amount deducted from gross pay check and also the amount paid for fringe benefits.

ARTICLE V, SECTION 7 VOLUNTARY TERMINATION OF EMPLOYMENT

When an employee quits his job on his own accord, he may be required to wait, at the option of the Employer, until the next regular pay day for the wages due him.

ARTICLE V, SECTION 8 PAYROLL SAVINGS DEDUCTION

The union reserves the right to implement a uniform payroll savings deduction. The savings deduction would be included with the one (1) check that is processed for the trust funds.

ARTICLE VI FRINGE BENEFITS

ARTICLE VI, SECTION 1 AGREEMENT & DECLARATION OF TRUST & RULES GOVERNING FRINGE BENEFITS

A Trust Agreement entered into by and between the Illinois Valley Contractors Association Inc. and the Chicago Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, on the first (1st) day of March, 2003, established the Heartland Healthcare Fund as amended by reference thereto, is hereby made a part of this Agreement.

A Trust Agreement entered into by and between the Illinois Valley Contractors Association Inc. and the Chicago Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America on the first (1st) day of June 1957, established the Carpenters Pension Fund of Illinois as amended by reference thereto, is hereby made a part of this Agreement.

An Agreement and Declaration of Trust establishing the Illinois Valley Construction Industrial Advancement Program dated the eighth (8th) day of August, 1967, is hereby made a part of this Agreement.

A Trust Agreement entered into by and between the Illinois Valley Contractors Association Inc and the Chicago Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America on the first (1st) day of May, 1998, established the Carpenters Retirement Savings Fund of Illinois as amended by reference thereto, is hereby made a part of this Agreement.

If during the term of this Agreement the Union desires to participate in the Chicago Regional Council of Carpenters Supplemental Retirement Fund or any other labor-management trust fund, it may do so provided the Union gives notice to the Employer not less than thirty (30) days prior to implementation. Upon implementation, each Employer shall contribute an amount set forth in the wage and fringe benefits allocation sheet, per hour for each hour worked by the Employees covered by this Agreement. It is intended by the parties such contributions shall be tax exempt under appropriate Internal Revenue Service regulations and shall be administered in accordance with the provisions of the National Labor Management Relations Act, as amended.

ARTICLE VI, SECTION 2 INDUSTRY ADVANCEMENT FUND

In addition to the per hour wage rates, the Employer shall contribute an amount specified on the attached Wage and Fringe Benefits allocation sheet per hour for each actual hour worked by each Employee represented by this Agreement to the Industry Advancement Fund. The Employers signatory hereto agrees to accept the terms of the Trust Agreement establishing the Industry Advancement Fund, its rules and regulations and the Trustees now serving. Primary purposes of the Advancement Fund are safety education, and other education, promotion and the common good of the Construction Industry. The Illinois Valley Contractors Association reserves the right to increase this contribution rate during the term of this agreement upon thirty (30) day notice to the Union.

ARTICLE VI, SECTION 3 LABOR MANAGEMENT COMMITTEE, - DEFINITION AND PURPOSE

The parties agree to participate in the Illinois Valley Labor-Management Committee under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. paragraph 175 (a) and Section 302 8 (9) of the Taft-Hartley Act, 29 U.S.C. paragraph 186 8 (9). The permissible purposes of this Committee include the following:

- a) To improve communication between representatives of labor and management, and engender cooperative and harmonious relations between labor and management in the construction industry;
- b) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- c) To provide a forum for open and honest discussion of problems confronting employees and employers in the construction industry;
- d) To study and explore ways of increasing productivity of both labor and management, and of eliminating potential problems which reduce the competitiveness and inhibit the economic development in the construction industry;
- e) To enhance the involvement of workers in making decisions that affect their working lives, and to improve the quality of worklife for employees in the construction industry;
- f) To expand and improve working relationships between workers and managers;
- g) To avoid disputes between labor and management before they arise, and to assist in promptly and fairly resolving disputes when they do arise;
- h) To promote the use of safe, efficient, high quality construction services in development, maintenance, and rehabilitation of industrial and commercial facilities;
- i) To seek to maintain a productive dialogue with users of construction services;
- j) To foster the development of craft skills and high quality training in the

construction industry;

k) To foster improvements in occupational safety and health and other working conditions in the construction industry;

l) To engage in any other lawful activities incidental or related to the accomplishment of these purposes.

m) The parties agree that any increases to the Illinois Valley Construction Industry Labor/Management Fund will be split between the Employer and the Union.

ARTICLE VI, SECTION 4 CONTRIBUTION REMITTANCE

Pursuant to said Agreements and Declarations of Trust and the considerations of the Agreement, each Employer shall contribute for each Employee the amounts specified on the Wage and Fringe Benefits allocation sheet to the Heartland Healthcare Fund, to the Carpenters Pension and Retirement Savings Funds of Illinois, to the Illinois Valley Contractors Industry Advancement Fund, the Illinois Valley Construction Industry Labor/Management Fund, and to the Chicago Regional Council of Carpenters Apprenticeship and Training Fund or any successor training program affiliated with the Union. In the event the Contractor somehow proves that they are not obligated to contribute to the Illinois Valley Construction Industry Advancement Fund, then the current Apprentice contribution rate will be increased by an equal amount. The Employer shall also make all payroll deductions as specified on the Wage and Fringe Benefits allocation sheet.

Payment of said contributions to said Funds shall be made on one (1) report to a single depository designated by the Union each month for their breakdown and transmittal to appropriate funds. The working dues assessment shall be included with the trust fund contributions; the Union reserves the right to directly collect this deduction at a later date.

ARTICLE VI, SECTION 5 APPRENTICE CONTRIBUTION

The contribution rate per hour shall be determined by the Executive Committee of the Union and submitted to the Chicago Regional Council of Carpenters Apprenticeship and Training Fund or such other fund affiliated with the Union as the Union may designate in its sole discretion. The collection of amounts due under this Article shall not be subject to the Arbitration provision contained in ARTICLE XII herein.

ARTICLE VI, SECTION 6 UBC NATIONAL FUND

The Employer(s) and the Union recognize the need for quality training of apprentices and journeymen to meet the industry's craft labor needs and to provide safety and health training and education to enable Union workers to remain healthy and productive. In addition to any contributions otherwise called for herein, the parties agree that the Employer shall make a contribution as designated for in the applicable zone in the wage and fringe benefit allocation sheet for each hour worked for each employee covered by this agreement to the Carpenters International Training Fund ("Training Fund"). Payment shall be made to the Carpenters International Training Fund or to such collection agent as it is designated by the Training Fund on or before the 20th day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training 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 Trust. The UNION reserves the right to directly collect this contribution at a later date.

ARTICLE VI, SECTION 7 FAILURE TO REPORT OR CONTRIBUTE

Such Pension, Welfare, Industrial Advancement, Labor/Management, and Apprentice and Journeyman Training Funds contributions shall accrue with respect to all hours worked by any Journeyman, Foreman, Apprentice or any person employed by the Employer, doing work covered by this Agreement within the jurisdiction of the Local Union. Every Employer shall be required to file a properly executed report, on forms furnished by the office of the Administrator to the Pension and Welfare and Industrial Advancement Funds as reflected by such report.

Said reports shall be filed on or before the fifteenth (15th) day of the month following the month for which the report is due. Failure to file said report and make payment of the contribution due and owing, as reflected by said report within the time prescribed herein, or the willful filing of false report shall impose upon the Employer an administrative assessment of one and one-half percent (1.5%) per month, compounded.

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

A properly authorized Representative of said Funds shall have the right to examine the Employers payroll records 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.

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.

A General Contractor, Broker or Sub-Contractor who fails to pay wages and fringe benefits, Apprentice Training, Industrial Advancement Funds and Labor/Management as provided for in this Agreement, shall within five (5) days after notice by the Union meet these obligations. Failure to do so shall entitle the Union to withdraw its members from employment with the defaulting party. A copy of any such notice shall be sent to the Contractors Association, who will assist in settling this problem.

ARTICLE VI, SECTION 8 BONDING

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. (Compliance by September 1, 2006 for all EMPLOYERS previously signatory to this agreement prior to June 1, 2006.) 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 Training Funds. Such surety bond and/or cash bond shall be executed only on a uniform bond form furnished by the UNION and must be filed with the UNION. Unless otherwise increased by the President of the UNION, the principal amount of the bond shall be:

One (1) to Five (5) Employees \$10,000

452 Six (6) to Ten (10) Employees \$15,000

453 Eleven (11) to Fifteen (15) Employees \$20,000

454 For those Employees in excess of Fifteen (15) \$50,000

455 The Association may furnish a blanket bond for all of its members, each of which is to
456 be bonded for the sum of \$50,000. The Union may withdraw bargaining unit Employees
457 from EMPLOYERS who fail to maintain the bond required by this Article.

458 The EMPLOYER assigns all right, title and interest in the Surety bond and/or cash
459 bond to the Union and Fringe Benefit Trust Funds, which shall have a priority interest to
460 such Funds, and supersede the claims of all EMPLOYER'S creditors.

461 This Article shall not be subject to the Settlement of Disputes provisions contained in
462 ARTICLE XII .

463 **ARTICLE VI, SECTION 9 TRUST AGREEMENTS & COMPLIANCE WITH LAW**

464 The Funds established hereunder, except as otherwise specified, shall be jointly
465 administered by an equal number of Trustees representing each party to this Agreement,
466 which administration and the various documents establishing the various Funds shall be in
467 accordance with the laws pertaining to the subject matter relative to each individual Fund.
468 All payments required to be made shall be made and transmitted in accordance with the
469 rules and regulations established by the Trustees of the particular Fund and all forms
470 required to be completed shall be so completed. Concerning the enforcement of collections
471 and payments of the required amounts into the Funds, the parties shall be bound by the
472 determinations of the Trustees of each particular Fund. The failure of an individual
473 Employer to comply with the provisions of this Agreement and any Declaration of Trust
474 establishing any of the Funds for which contributions or payments are made under this
475 Article shall constitute a breach of this Agreement and individual Employers who fail to
476 remit regularly in accordance with the requirements of Declaration of Trust establishing
477 any of the Funds shall be subject to having this Agreement terminated by the Union, by
478 giving seventy-two (72) hours notice in writing to such Employer. The remedy provided for
479 herein shall not be exclusive of any other remedy by way of suit in law or in equity, or
480 otherwise for the collection of the amount due either by the Union or by the Trustees or
481 Administrators of any of the individual Funds.

482 **ARTICLE VII GENERAL WORKING CONDITIONS**

483 **ARTICLE VII, SECTION 1 PRE-JOB CONFERENCE**

484 There shall be a Pre-Job Conference whenever the Union Representative or the
485 Contractors deems it necessary. The Pre-Job Conference shall be held at least forty-eight
486 (48) hours prior to the starting of a job.

487 **ARTICLE VII, SECTION 2 ACCESS TO PROJECT OFFICE**

488 The duly authorized Representative of the Union shall be allowed access to any
489 building or job at any time where Employees in the Bargaining Unit are employed. For this
490 purpose it shall be the duty of the Employer to make every effort to secure adequate passes
491 so the Union Representative can check the work going on with Employees on the job.

492 **ARTICLE VII, SECTION 3 STEWARD**

493 The parties agree that the following basic principles apply to the selection of a Job Steward:

494 (1) The UNION requires that a Steward must fully protect the interest of the UNION.

(2) The EMPLOYER requires that the Steward be a Carpenter who can efficiently perform his duties as a Carpenter and who will not disrupt the job unnecessarily in discharging his duties as a Steward.

(3) To meet the two basic principles agreed to by the parties, it is further agreed:

(a) The Job Steward shall be a working Carpenter;

(b) The Steward shall be selected by the Business Representative of the UNION;

(c) In selecting a Steward, preference shall be given UNION Members presently employed in the Bargaining Unit of the EMPLOYER on the specific site, provided, however, that if, in the judgment of the Business Representative, no presently employed UNION Member is competent to act as Steward, the Steward shall be selected from outside the Bargaining Unit;

(d) The UNION shall have the right to replace any Steward at any time;

(e) So long as he is competent to perform the work to be done on the job, the Steward shall be the last Carpenter laid off, except for the Foreman; The competency of the steward shall be determined in a meeting between a representative of the EMPLOYER and the UNION.

(f) If there is any dispute as to any of the Sections or Sub-Sections of this Article, the provisions of ARTICLE XII will apply.

The duties of the Job Steward shall be to report to the Business Representative of the UNION:

(1) Members' due delinquencies;

(2) Violations of Collective Bargaining Agreement;

(3) Carpenters employed seven (7) days or more, who have not become members of the UNION;

(4) Disputes and grievances of members.

He shall not have the authority to:

(1) Adjust violations of the Collective Bargaining Agreement;

(2) Collect any money due the UNION from any person or applicant for membership or any other person.

Whenever one (1) or more Carpenters are required to work overtime, one (1) of their numbers shall be the regularly designated Steward, or someone designated by him.

ARTICLE VII, SECTION 4 SHOW-UP PAY & MINIMUM TIMES

The Contractor shall maintain a phone that Employees may call one and one-half (1-1/2) hours before starting time to find out if they should report for work if there is doubt as to conditions of work due to weather. The carpenter reporting to work shall be paid two (2) hours pay at the regular straight-time rate, provided the Employee remains on the job site

two (2) hours, when requested to do so by the Employer or the Employer representative on the job.

Any Employee working over the two (2) hours from the start of the day will be paid for four (4) hours. Any Employee working more than four (4) hours and less than six (6) hours will be paid for six (6) hours; and that the Employee working more than six (6) hours but less than eight (8) hours, will be paid for eight (8) hours.

These provisions shall not apply when inclement weather or conditions beyond reasonable control of the Employer makes it impractical for work to proceed unless the Employee called in one and one-half (1-1/2) hours previous to the starting of work and was directed to report for work.

If the contractor does not maintain a telephone and employees report to work, they will be paid two (2) hours show-up time.

ARTICLE VII, SECTION 5 CONCRETE FORMS

The Employer retains the right to designate the number of Carpenters needed on concrete pours. No concrete to be poured in area where men are building forms. Employees covered by this Agreement shall do all necessary burning and welding in connection with the setting of all forms for concrete.

ARTICLE VII, SECTION 6 TOOLS, TOOL STORAGE & SHEDS

Employees working on job shall be allowed to sharpen tools when necessary. On Carpenter work the Employer will furnish facilities and equipment for sharpening of tools on the job site or at a shop.

All expendable tools such as drill bits, taps, files, hacksaw blades, die nuts, that are worn out or broken on the job shall be replaced by the Employer.

There shall be no restrictions as to the use of power tools providing, however, that qualified mechanics run same. All power tools, mitreboxes and any special tools must be furnished by the Employer.

No Carpenters tools other than the standard hand tools found in the average Carpenters box shall be furnished on the job by the Employee. In the handling of power tools to where they are to be used, each craft shall carry their own tools. Carpenters will check out and return all Company special power tools to tool shed or to place where specified by the Employer.

On any job where the Employee cannot drive his car to the place of work and take his tools home daily, the Employer shall furnish a locked tool shed or crib on the job site for the storing of workmen's tools. (The Employer shall be held responsible for tools lost by fire or water or stolen from the locked tool shed or crib and shall replace same providing there is an actual break-in. The Employee must furnish the Employer with a list of tools in his box at the time he starts to work on the job and the Employer or his Representative shall have the privilege of checking the tools in the Employee's box)

ARTICLE VII, SECTION 7 WORKDAY, WORKWEEK

Forty (40) hours of work shall constitute a week's work, eight (8) hours shall constitute a day's work between the hours of 7:00 A.M. and 5:30 P.M., Monday through Friday.

A one-half (1/2) hour lunch period shall be allowed at a consistent time near the middle of the shift.

Starting time may be readjusted at a Pre-Job conference with written approval of the Union.

ARTICLE VII, SECTION 8 HOLIDAYS

Holidays to be recognized and observed shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day or the days celebrated as such.

When the Holiday falls on Sunday, it shall be celebrated on Monday. When the holiday falls on Saturday, it shall be celebrated on the previous Friday.

ARTICLE VII, SECTION 9 LABOR DAY

There shall be no work whatsoever done on Labor Day, except if it be necessary to preserve life or prevent damage to property.

ARTICLE VII, SECTION 10 OVERTIME

All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturday, shall be paid at the rate of time and one-half (1-1/2). All time worked on Sundays and Holidays shall be paid for at the rate of two (2) times the hourly rate. If overtime is to be worked, making the work day more than ten (10) hours, there shall be an additional lunch period on company time.

When an Employer upon reasonable cause, considers it necessary to shut down a job to avoid the possible loss of human life, or because of an emergency situation that could endanger the life or safety of an Employee, Employees will be compensated only for the actual time worked. In such an event, if the Employer requests the Employee to stand by, Employees will be compensated for the stand by time at the applicable rate.

ARTICLE VII, SECTION 11 COFFEE BREAKS

There shall not be any organized coffee breaks established during working hours. Employees may take an individual thermos of coffee, or non-alcoholic refreshments, to their assigned place of work and consume same as time and work schedule allow.

ARTICLE VII, SECTION 12 SHIFT WORK

Shift work may not be established without the consent of the Union, of the need to perform shift work.

FIRST SHIFT - The starting time for the first or day shift shall be between 5:00 a.m. and 8:00 a.m., and shall consist of eight (8) hours work for eight (8) hours pay at the basic rate.

SECOND SHIFT - Any shift starting after 8:01 a.m. shall consist of seven and one-half (7-1/2) hours work for which the Employee shall receive eight (8) hours pay.

THIRD SHIFT - Any shift starting after 6:01 p.m. shall consist of seven (7) hours work for which the Employee shall receive eight (8) hours pay.

SHIFT DIFFERENTIAL - In addition, such Employee working on the second and/or third shift shall receive for hours worked, in addition to the regular rate of pay, a premium pay of five percent (5%) of the regular hourly rate.

All overtime worked over eight (8) hours per day, forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2) of the regular hourly rate. All shift work performed on Sunday and holidays shall be paid for at double the regular hourly rate of pay.

ARTICLE VII, SECTION 13 PREMIUM PAY

The rate per hour on all work in coffer dams, trenches, ditches, mines or tunnels shall be TWENTY-FIVE CENTS (\$.25) per hour above the regular rate of wages providing same is ten (10) feet or more below ground or water level, or any other hazardous work. If a trench or ditch is as wide as it is deep at eight (8) feet or more below ground, premium pay will not apply.

When working on scaffolds for steeples, smoke stacks, tower, piers or on swinging scaffolds or boatswains chairs or on scaffolds on tanks, elevators or buildings where there is a free fall of over thirty (30) feet, the hourly rate shall be regular rate for the first thirty (30) feet, then the rate shall increase TWELVE AND ONE-HALF CENTS (\$.125) per hour for each twenty (20) feet until one hundred (100) feet is reached, then it shall increase TWENTY-FIVE CENTS (\$.25) per hour for every additional twenty (20) feet. Any Employee working on any work set forth in the above paragraphs shall be paid the premium rate for not less than four (4) hours. The Union will not refer men incapable of performing hazardous work.

ARTICLE VII, SECTION 14 UNION REPRESENTATION

It is agreed that only those so 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.

ARTICLE VII, SECTION 15 PICK-UP TIME

Employees shall start from the tool shed at the scheduled starting time. Employees shall be allowed ten (10) minutes pick-up time at the end of each days work to pick up and put away company and personal tools and shall remain on the job site until quitting time. Where job conditions require time in excess of ten (10) minutes, then additional time as may be required will be allowed upon prior arrangements between the Union Steward and the Employer or his Representative. Where job conditions require a washroom, it shall be supplied by the Employer.

ARTICLE VII, SECTION 16 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 safety of the operations of the Employer. The Employer shall be at liberty to hire Employees in any manner under the National Labor Relations Act of 1947 as amended and the rules and regulations of the National Labor Relations Board and shall have the right to use the facilities of the Union to recruit job applications under certain conditions. The Employer agrees to notify the Union when he is in need of new 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, regulations, constitutional provisions or any other aspect or 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 Act, 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 introductory cards to the Employer.

When the Employer requests the Union to recommend job applicants to the Employer, the Employer shall specify the type and nature of the work to be performed and the Union shall exercise due care in ascertaining the competence of the applicant or applicants to be recommended.

Employers may request former Employees for referral to a job or project in writing and the Union Referral Office shall refer said former Employees to the job or project, provided they are properly registered applicants in the Referral Office, are available for work at the time of the request and have been employed by the requesting Employer under the terms of this or previous Agreements in the geographical area of the Referral Office prior to the request, and provided further that no Employees shall be laid off or discharged to make room for such former Employees.

ARTICLE VII, SECTION 17 SAFETY

The Employer will provide a FIRST AID KIT on all projects.

The Employer and Employees will abide by all State and Federal health and safety laws. Contractors shall furnish all hard hats, liners, respirators, safety glasses, or other safety equipment required by such laws. The Employees will return safety equipment when job is completed or pay for them at the actual cost to the Contractor. Failure of Employees to comply with State and Federal Safety Codes after being once warned in writing and copy given to the job Steward by the Employer Representative, Employee shall be subject to discharge.

It is agreed that when Employees covered by this Agreement are engaged in any welding or burning that adequate safety precautions will be used and that an Employee covered by this Agreement will be available if needed in the judgment of the Steward and Employer to assist in eliminating fire hazards.

No Employee will be allowed to work in any ditch, trench, or hole where there is danger of caving unless adequate shoring is provided.

Any ladders, scaffold planks or any other scaffolding material that is in an unsafe condition will not be allowed to remain on the job for scaffold purposes, and shall not be used as such.

ARTICLE VII, SECTION 18 SANITATION

The General Contractor or Broker of the job shall provide a clean and sanitary toilet on all jobs. When sewer and water are available on the job site and the owner or architect will allow, a temporary flush toilet shall be set up and made available to workmen on the job. Proper drinking water (iced when requested) and sanitary drinking cups shall be furnished at all times.

ARTICLE VII, SECTION 19 RAIN GEAR

Employers shall furnish water-proof wearing apparel when necessary and the Employee shall return same at the end of the each days work or when the need for same is over. Employees will not be required to work in foul weather except in case of emergency. The Employer is to furnish knee or hip boots when necessary.

ARTICLE VII, SECTION 20 EMPLOYER QUALIFICATIONS

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer. In order to be recognized as a Union Contractor; a person or a company shall be required to be incorporated from this day forward (June 1, 2006) and shall sign and abide by all the conditions contained in this document and shall employ at least one (1) member not a part of the firm. This paragraph also applies to contracting members of the Union. Any individual working at the Carpenter trade, as a Contractor individually or employing Carpenters etc., shall be obligated to pay Welfare, Pension Benefits, Apprentice and Journeyman Training, Industrial Advancement, Labor/Management and Working Dues.

ARTICLE VII, SECTION 21 WORKING EMPLOYER

Only one (1) Officer of a Contracting Firm or construction company shall be allowed to work with his tools on any job providing he is a member of the Union.

ARTICLE VII, SECTION 22 EMPLOYER'S RESPONSIBILITY

Employer will furnish a dry and locked tool shed or a safe place on each job to store tools and will take all precautions against fire and theft and where the size and length of the job will justify same, the tool shed will be separate from other crafts and the Employer will furnish suitable facilities, heated when necessary for eating and changing clothes.

ARTICLE VIII SAVING CLAUSE

It is understood and agreed that any provision contained herein that is contrary to or held to be in violation of the Labor Management Relations Act of 1947, as amended, or any other Federal or State Law now in force or hereinafter enacted, or hereafter becoming effective shall be void and no force or effect and this Agreement shall be construed as if said void provisions herein were not a part thereof, it being intended however, that the other provisions of this Agreement shall not be affected thereby. It is further agreed that should compliance with any Federal or State law or amendment thereof or any order or regulation issued thereunder now or hereafter in force and effect, prohibit the carrying out of any provisions of this Agreement, then to the extent of such deviation or prohibition, this Agreement shall be deemed to have been automatically amended, effective on the effective date of such law, order or regulation. Such amendment of this Agreement shall remain in effect only so long as said law, amendment, order or regulations continue in force or until the expiration of this Agreement, whichever event shall first occur.

Time off for Employees to vote at elections shall be according to the laws provided for in the State of Illinois.

ARTICLE IX WORKMAN'S & UNEMPLOYMENT COMPENSATION

The Employer agrees to file a Certificate of Workman's Compensation Insurance with ten (10) day cancellation notice, from a reliable Insurance Company authorized to do business in the State of Illinois, with the date of expiration of the policy with the Union, which information shall be available to the public on demand.

The Employer shall pay Social Security and Federal Withholding Tax on all Employees. He shall voluntarily elect to pay the tax necessary to secure for all Employees the benefits of the Illinois Unemployment Compensation Insurance Act, irrespective of the number of Employees employed. Employers shall furnish satisfactory evidence that they

are complying with this by filing with the Union their Federal Identification Number and Illinois Division of Unemployment Compensation Number on forms furnished by the Union.

ARTICLE X APPRENTICES

ARTICLE X, SECTION 1 APPRENTICE WAGE RATES

All apprentices shall receive the following percentages of the journeyman wage rate:

| | | |
|-------------|--------------------------|-------------------------|
| FIRST YEAR | 1 st 6 Months | 40% of Journeyman Scale |
| | 2 nd 6 Months | 50% of Journeyman Scale |
| SECOND YEAR | 1 ST 6 Months | 60% of Journeyman Scale |
| | 2 nd 6 Months | 70% of Journeyman Scale |
| THIRD YEAR | | 80% of Journeyman Scale |
| FOURTH YEAR | | 90% of Journeyman Scale |

Pension contribution rates for 1st and 2nd year Apprentices shall be fifty cents (\$0.50) per hour for all hours worked. The 3rd and 4th year Apprentice shall receive a six dollar and fifty cent (\$6.50) pension contribution per hour for all hours worked. All other contributions and wage deductions, including health and welfare, retirement savings, apprenticeship, UBC Fund, Industry Advancement and Labor Management shall apply for all periods of Apprenticeship.

ARTICLE X, SECTION 2 JOINT APPRENTICESHIP & TRAINING COMMITTEE

The Employer and the Union have established the Chicago Regional Council of Carpenters Apprenticeship and Training Fund, Rockford Committee. This Committee shall consist of an equal number of Representatives from the Employer and the Union. The Committee shall set up a Training Program for Apprentices, a Journeyman Training Program, shall promote and govern the operation of such programs and shall endeavor to keep Apprentices working among the various Employers in the area.

ARTICLE X, SECTION 3 RATIO OF APPRENTICES TO JOURNEYMEN

The Employer and the Union agree to promote the Apprenticeship Program by having Apprentices employed on all jobs where there are a sufficient number of journeymen employed. The recommended ratio of Apprentices to Journeymen is one (1) Apprentice for each four (4) Journeymen.

ARTICLE X, SECTION 4 HIRING OF APPRENTICES

The Employer shall only hire Employees in the classification of apprentice who are registered and indentured with a Apprenticeship and Training program affiliated with the Union.

ARTICLE X, SECTION 5 DISCHARGE OF AN APPRENTICE

Any Apprentice who fails to comply with the Apprenticeship Standards, the rules and regulations of the Joint Apprenticeship and Training Committee or who fails to attend school as required, shall be discharged by the Employer immediately upon receipt of notification to such effect from the Joint Apprenticeship and Training Committee. An individual so discharged, if he believes that the facts upon which his discharge was based are untrue, may challenge such facts by filing a written statement with the Union and the Employer within three (3) working days from the date of discharge and five (5) working days thereafter a hearing shall be held before an equal number of Employer and Union Representatives for the purpose of passing upon the claim of such individual. In the event

of a disagreement between the Union and the Employer, the matter shall be deemed in dispute and submitted to arbitration in accordance with the arbitration provision of this Agreement.

The Union shall be notified of discharge of any Apprentice.

ARTICLE XI CONTINUING EDUCATION

The Union and Contractors agree that an educated work force is of great importance to the Construction Industry. Working together through the Apprenticeship trust both parties shall be committed to developing, promoting, and implementing a full curriculum of continuing education classes for Journeyman Carpenters.

ARTICLE XII GRIEVANCE & ARBITRATION

ARTICLE XII, SECTION 1 GRIEVANCE PROCEDURE

Whenever any difference or dispute shall arise as to interpretation or application of the terms of this Agreement, such dispute or difference shall be resolved in the following manner within ten (10) days:

a) In conference between the Business Agent and the designated Representative of the Employer, and if not satisfactorily adjusted within forty-eight (48) hours, step two shall immediately be initiated.

b) The Association and the Union agree to submit to each other the names of three (3) persons to be known as the Joint Committee whose duties will be to meet and determine clarification of items that may from time to time come into dispute.

ARTICLE XII, SECTION 2 ARBITRATION

In the event the Joint Committee is unable to resolve the dispute, then the Union may refer the matter to arbitration by so notifying the Association and the Employer. The Union shall submit the names of five (5) Arbitrators and the Employer shall have the right to select one of the Arbitrators listed in the notice or similarly to submit an alternate list of five (5) Arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation & Conciliation Service to submit a list of seven (7) recognized Arbitrators. From the list submitted, the parties shall within five (5) working days after receipt thereof, select the Arbitrator by alternate rejection of a suggested name until one remains; the person whose name so remains shall act as Arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of essence and both agree that the decision so rendered shall be final and binding on both the Union and the Employer.

ARTICLE XIII NO STRIKES, WORK STOPPAGES AND LOCKOUTS

Except for disputes arising under ARTICLE V, SECTION 5 , ARTICLE VI, SECTION 7 , and ARTICLE VI, SECTION 8 of this Agreement, there shall be no strikes or work stoppages by the Union during the term of this Agreement. There shall be no lockouts by the Employer during the term of this Agreement.

ARTICLE XIV DRUG POLICY

The Union and the Employer agree that they will strive to complete a uniform drug policy. During the interim the Union agrees to participate in individual company wide programs not exceeding state and federal guidelines. The Illinois Valley Construction Industry Labor-Management Committee will establish a Drug Policy, which once established, will become part of this Agreement.

ARTICLE XV DURATION, TERMINATION AND AMENDMENT**ARTICLE XV, SECTION 1 DURATION AND TERMINATION**

This Agreement shall become effective June 1, 2015 through May 31, 2018 and shall automatically renew itself from year to year thereafter unless either party gives notice in writing to the other party at least sixty (60) days prior to the contract expiration date that it desires to terminate the agreement. Notice to modify the contract Agreement with respect to any provision given by either party shall not terminate the Agreement and shall not render the automatic renewal clause inoperative.

ARTICLE XV, SECTION 2 MUTUAL AMENDMENT AT ANY TIME

If any items arise during the contract period, this agreement may be opened only to resolve such items if mutually agreed upon by the Union and the Employer.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date thereof and be approved and executed in the same manner as this Agreement.

ARTICLE XVI CONFLICT WITH LAW

It is the intention of the parties hereby to comply with the State and Federal labor laws and the provisions of the National Labor Relations Act, as amended, and in the event any Article or Section is declared to be unlawful, then it shall become inoperative and void and the parties shall immediately meet to negotiate a legal mutually acceptable substitute. The other legal provisions of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

DATED THIS FIRST DAY OF JUNE, 2015.

CHICAGO REGIONAL COUNCIL OF
CARPENTERS



Authorized Signature
FRANK LIBBY

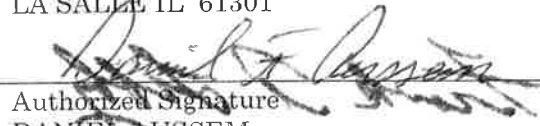
PRESIDENT/EXECUTIVE SECRETARY-
TREASURER



Authorized Signature
JEFFREY ISAACSON
FIRST VICE PRESIDENT

(please print or type firm name below)

ILLINOIS VALLEY CONTRACTORS
ASSOCIATION, INC.
1120 FIRST STREET
LA SALLE IL 61301



Authorized Signature
DANIEL AUSSEM
EXECUTIVE DIRECTOR



Authorized Signature
MICHAEL RUIZ
PRESIDENT

ADDENDUM I - SPECIAL PROJECTS AGREEMENT

The Business Agent with the approval of the Chicago Regional Council shall have the authority to make contract adjustments during the term of this Agreement. Any such adjustments or modifications shall be granted on a project by project basis only. When adjustments are granted by the Business Agent with the approval of the Chicago Regional Council, the following procedure shall be strictly adhered to:

Step 1. Any individual Employer signatory to this Agreement may request in writing contract adjustments for a specific project. Such requests shall be directed to the appropriate Business Agent who shall forward the request to the Business Representative of the Regional Council for final approval of all adjustments and modifications necessary to assure continuous work opportunities for employees.

Step 2. Once a Business Representative of the Regional Council agrees to contract adjustments in writing the individual Employer(s) requesting the adjustment shall be immediately notified. Any adjustments which are granted must be transmitted to the appropriate individual Employer(s) no later than two (2) working days prior to bid opening. However as noted above, they must be confirmed in writing as soon as possible.

Step 3. Any adjustments or modifications granted for a specific project shall be available to all signatory Employers bidding work on the project. It shall, however, be the responsibility of the individual Employers to request information regarding any possible adjustments.

Upon mutual agreement the workday may be ten (10) hours per day, Monday through Thursday. Written notification of this option shall be presented to the business representative of the union prior to the beginning of the project. In the event of the utilization of the four 10-hour days, Friday may be used as a makeup day if a work day is lost due to inclement weather.

The modification made through the use of Special Projects Addendum I shall only apply to a specific project and for a stated duration and clearly delineate the specific adjustments and modifications. The modification made through the use of the Special Projects Addendum I shall only apply to that specific project.

This Special Project Agreement may be withdrawn at any time by either party.

This Addendum is an attachment to the Agreement between the Illinois Valley Contractors Association and Chicago Regional Council of Carpenters and becomes effective June 1, 2015, and remains in effect until the expiration of the Agreement.

DATED THIS FIRST DAY OF JUNE, 2015.

CHICAGO REGIONAL COUNCIL OF
CARPENTERS



Authorized Signature
FRANK LIBBY

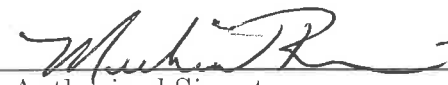
PRESIDENT/EXECUTIVE SECRETARY-
TREASURER

Authorized Signature
JEFFREY ISAACSON
FIRST VICE PRESIDENT

ILLINOIS VALLEY CONTRACTORS
ASSOCIATION, INC.
1120 FIRST STREET
LA SALLE IL 61301



Authorized Signature
DANIEL AUSSEM
EXECUTIVE DIRECTOR



Authorized Signature
MICHAEL RUIZ
PRESIDENT