



**RESIDENTIAL  
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

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

AND

**ILLINOIS VALLEY CONTRACTORS ASSOCIATION INC**

**EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2021**

Boone, Bureau, Carroll, DeKalb, Jo Daviess, LaSalle, Lee, Marshall,  
Ogle, Putnam, Stark, Stephenson, Whiteside, and Winnebago counties



<b><u>ARTICLE I RECOGNITION AND SCOPE</u></b> .....	<b>4</b>
ARTICLE I, SECTION 1 BARGAINING UNIT .....	4
ARTICLE I, SECTION 2 RESIDENTIAL CONSTRUCTION DEFINED .....	4
ARTICLE I, SECTION 3 OCCUPATIONAL SCOPE.....	4
ARTICLE I, SECTION 4 GEOGRAPHICAL TERRITORY .....	5
<b><u>ARTICLE II UNION SECURITY</u></b> .....	<b>6</b>
ARTICLE II, SECTION 1 MAINTENANCE OF MEMBERSHIP .....	6
ARTICLE II, SECTION 2 CONDITION OF EMPLOYMENT.....	6
ARTICLE II, SECTION 3 REFUSAL OF MEMBERSHIP .....	6
ARTICLE II, SECTION 4 NOTICE TO HIRE.....	6
<b><u>ARTICLE III SUB-CONTRACTING</u></b> .....	<b>6</b>
ARTICLE III, SECTION 1 INDUSTRY QUALIFICATION .....	6
ARTICLE III, SECTION 2 SUBCONTRACTING .....	6
<b><u>ARTICLE IV WAGES</u></b> .....	<b>7</b>
<b><u>ARTICLE V PAYMENT OF WAGES</u></b> .....	<b>8</b>
ARTICLE V, SECTION 1 PAYDAY.....	8
ARTICLE V, SECTION 2 CHECK STUBS.....	8
ARTICLE V, SECTION 3 PAY ON TERMINATION OF EMPLOYMENT BY DISCHARGE.....	9
ARTICLE V, SECTION 4 PAY ON TERMINATION OF EMPLOYMENT BY LAY- OFF.....	9
ARTICLE V, SECTION 5 VOLUNTARY TERMINATION OF EMPLOYMENT.....	9
<b><u>ARTICLE VI HOURS OF LABOR</u></b> .....	<b>9</b>
ARTICLE VI, SECTION 1 WORK DAY, WORK WEEK .....	9
ARTICLE VI, SECTION 2 BREAK.....	9
ARTICLE VI, SECTION 3 HOLIDAYS .....	10
ARTICLE VI, SECTION 4 OVERTIME.....	10
ARTICLE VI, SECTION 5 TOOL PICK-UP .....	10
ARTICLE VI, SECTION 6 TRAVELING DURING WORK DAY.....	10
ARTICLE VI, SECTION 7 JOBSITE INJURY.....	10
ARTICLE VI, SECTION 8 CARE FOR INJURED.....	10
<b><u>ARTICLE VII JOB STEWARD</u></b> .....	<b>11</b>
ARTICLE VII, SECTION 1 SELECTION OF STEWARD.....	11
ARTICLE VII, SECTION 2 DUTIES OF STEWARD .....	11
ARTICLE VII, SECTION 3 STEWARD ON OVERTIME WORK .....	12
<b><u>ARTICLE VIII FOREMEN</u></b> .....	<b>12</b>
ARTICLE VIII, SECTION 1 FOREMAN WAGES .....	12
ARTICLE VIII, SECTION 2 SELECTING A FOREMAN .....	12
<b><u>ARTICLE IX DUES CHECK-OFF</u></b> .....	<b>12</b>
<b><u>ARTICLE X FRINGE BENEFIT CONTRIBUTIONS</u></b> .....	<b>12</b>
ARTICLE X, SECTION 1 PAYMENTS.....	12
ARTICLE X, SECTION 2 HEALTH AND WELFARE FUND.....	13
ARTICLE X, SECTION 3 CHANGE IN HEALTH AND WELFARE PLAN.....	14
ARTICLE X, SECTION 4 PENSION AND RETIREMENT SAVINGS.....	14

ARTICLE X, SECTION 5 APPRENTICE AND JOURNEYMAN EDUCATION FUND – ALL ZONES ..... 15

ARTICLE X, SECTION 6 UBC NATIONAL FUNDS – ALL ZONES ..... 15

ARTICLE X, SECTION 7 INDUSTRY ADVANCEMENT FUND – ZONE 3 ONLY..... 16

ARTICLE X, SECTION 8 LABOR MANAGEMENT COMMITTEE - ZONE 3 ONLY..... 16

ARTICLE X, SECTION 9 FAILURE TO REPORT OR CONTRIBUTE..... 16

ARTICLE X, SECTION 10 TRUST AGREEMENTS & COMPLIANCE WITH LAW ..... 17

ARTICLE XI BONDING..... 17

ARTICLE XI, SECTION 1 ..... 17

ARTICLE XI, SECTION 2 ..... 18

ARTICLE XI, SECTION 3 ..... 18

ARTICLE XII APPRENTICES..... 18

ARTICLE XII, SECTION 1 APPRENTICE WAGE RATES ..... 18

ARTICLE XII, SECTION 2 JOINT APPRENTICESHIP & TRAINING COMMITTEE .. 19

ARTICLE XII, SECTION 3 RATIO OF APPRENTICES TO JOURNEYMEN..... 19

ARTICLE XII, SECTION 4 HIRING OF APPRENTICES..... 19

ARTICLE XII, SECTION 5 DISCHARGE OF AN APPRENTICE..... 19

ARTICLE XII, SECTION 6 CHANGE IN TRAINING PROGRAM..... 19

ARTICLE XIII CARPENTER ASSISTANT ..... 19

ARTICLE XIV SETTLEMENT OF DISPUTES ..... 20

ARTICLE XIV, SECTION 1 FILING A GRIEVANCE..... 20

ARTICLE XIV, SECTION 2 SELECT AN ARBITRATOR..... 20

ARTICLE XIV, SECTION 3 ARBITRATION COST ..... 20

ARTICLE XV TOOLS ..... 20

ARTICLE XV, SECTION 1 EMPLOYEE TOOLS ..... 20

ARTICLE XV, SECTION 2 STORAGE OF TOOLS ..... 21

ARTICLE XVI SUBSTANCE ABUSE AND RECOVERY PROGRAM..... 21

ARTICLE XVI, SECTION 1 RECOGNITION ..... 21

ARTICLE XVI, SECTION 2 DEFINITIONS ..... 21

ARTICLE XVI, SECTION 3 CONFIDENTIALITY..... 21

ARTICLE XVI, SECTION 4 RULES - DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES ..... 22

ARTICLE XVI, SECTION 5 DRUG/ALCOHOL TESTING ..... 22

ARTICLE XVI, SECTION 6 REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM ..... 23

ARTICLE XVI, SECTION 7 PRE-EMPLOYMENT TESTING..... 23

ARTICLE XVII NO STRIKES, WORK STOPPAGES AND LOCKOUTS ..... 24

ARTICLE XVIII FAVORED NATIONS..... 24

ARTICLE XIX DURATION, TERMINATION AND AMENDMENT ..... 25

ARTICLE XIX, SECTION 1 DURATION AND TERMINATION ..... 25

ARTICLE XIX, SECTION 2 MUTUAL AMENDMENT AT ANY TIME..... 25

ARTICLE XX CONFLICT WITH LAW ..... 25

1 **JOINT AGREEMENT**

2 THIS AGREEMENT is effective July 1, 2018, by and between the Contractor Associations  
3 and Contractors historically working under this Agreement or previous agreements  
4 subsequent versions hereof, hereinafter called variously, the "Employer", "Employers"  
5 or the "Contractor" as the context of this Agreement shall indicate as applicable, and  
6 the CHICAGO REGIONAL COUNCIL OF CARPENTERS and on behalf of Carpenter  
7 Local Unions No. 195, 790, and 792 under its jurisdiction of the United Brotherhood of  
8 Carpenters and Joiners of America, herein called "Union",

9 This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021.

10 NOW THEREFORE, it is hereby AGREED that the following provisions apply for  
11 Residential work performed within the geographical territory described in ARTICLE I,  
12 SECTION 4 .

13 **ARTICLE I RECOGNITION AND SCOPE**

14 **ARTICLE I, SECTION 1 BARGAINING UNIT**

15 The Union is hereby recognized by the Employer as the sole and exclusive  
16 bargaining representative for all Employees, now or hereafter employed in the  
17 Bargaining Unit in respect to pay, wages, hours of employment, or other conditions of  
18 employment. The Bargaining Unit shall consist of all Journeymen, Foreman, and  
19 Apprentices engaged in work at the construction site covered by the occupational scope  
20 of the Union. The Employees in the bargaining unit, and only the employees, shall  
21 perform all of the work covered by this Agreement.

22 The Employer and the Union agree that neither party shall discriminate against  
23 any person directly or indirectly, in such matters as race, creed, color, sex, national  
24 origin, age or religion.

25 **ARTICLE I, SECTION 2 RESIDENTIAL CONSTRUCTION DEFINED**

26 Residential Construction is herein defined as all work in connection with:  
27 construction, alteration and/or repair of all residential units such as single dwelling,  
28 duplexes, row houses, town houses, multi-family units and condominiums up to and  
29 including three (3) stories, pole barns and agriculture related structures. For the  
30 purpose of this Agreement, residential construction shall not include those housing  
31 units constructed of reinforced concrete and/or steel framed units normally referred to  
32 as "High Rises". Any medical structure built and/or maintained by partnership or  
33 corporation (such as Senior assisted living buildings, nursing homes or any medical  
34 facility requiring a license to operate) will be considered commercial construction. A  
35 mixed-use building consisting of commercial retail and residential units shall be  
36 regarded as commercial construction.

37 A residential unit is herein defined as a unit which shall contain a fully  
38 functional bathroom and kitchen.

39 **ARTICLE I, SECTION 3 OCCUPATIONAL SCOPE**

40 The Bargaining Unit shall consist of all Journeymen, Foremen, and Apprentices  
41 engaged in work at the construction site covered by the occupational jurisdiction of the  
42 "Union", including, but not limited to, the milling, fashioning, joining, assembling,

90 Zone 4 Carroll, Jo Daviess, the portion of Lee county defined as west of  
91 Brooklyn Road, the portion of Ogle county defined by the following boundaries: N. Leaf  
92 River Road, E. Brick Road, and Meridian Road, Stephenson and Whiteside.

93 **ARTICLE II UNION SECURITY**

94 **ARTICLE II, SECTION 1 MAINTENANCE OF MEMBERSHIP**

95 All Employees now included in the Bargaining Unit represented by the Union  
96 and having a membership therein must, during the term hereof, as a condition of  
97 employment maintain their membership in the Union.

98 **ARTICLE II, SECTION 2 CONDITION OF EMPLOYMENT**

99 All other Employees covered by this Agreement shall, as a condition of  
100 employment, become members of the Union after the seventh (7th) day of, but not later  
101 than the eighth (8th) day following the beginning of, such employment, or the effective  
102 date of this Agreement, whichever is later and then shall maintain such membership as  
103 a condition of continued employment as hereinafter provided.

104 **ARTICLE II, SECTION 3 REFUSAL OF MEMBERSHIP**

105 Any Employee who refuses or fails to become a member of the Union or refuses or  
106 fails to maintain his membership therein in accordance with the provisions of Sections  
107 1 and 2 of this Article, shall forfeit his right of employment, and the Employer shall,  
108 within three (3) working days of being notified by the Union in writing as to the failure  
109 of an Employee to join the Union or to maintain his membership therein, discharge  
110 such Employee. For this purpose the requirements of membership and maintaining  
111 membership shall be in accordance with State and Federal Laws. The Employer shall  
112 not be in default unless it fails to act within the required period after receipt of written  
113 notice.

114 **ARTICLE II, SECTION 4 NOTICE TO HIRE**

115 The Employer shall, on the day that he hires an Employee who is not a member  
116 of the Union, notify the Union, or the Job Steward of the name, address, and date of  
117 initial employment of such Employee, as well as the jobsite. In the absence of a Job  
118 Steward, the Employer also agrees to advise the Employee of the provisions of this  
119 Article.

120 **ARTICLE III SUB-CONTRACTING**

121 **ARTICLE III, SECTION 1 INDUSTRY QUALIFICATION**

122 The parties hereto being in the Construction Industry qualify under the provision  
123 of Section 8(e) of the National Labor Relations Act, 1947 as amended.

124 **ARTICLE III, SECTION 2 SUBCONTRACTING**

125 An Employer shall not contract or sub-contract any work coming within the  
126 jurisdictional claims of the Union to any person, firm or corporation not covered by a  
127 Collective Bargaining Agreement with the Union, provided, however, that the  
128 provisions of this paragraph shall apply only to the contracting and sub-contracting of  
129 work to be done at the site of construction, alteration, repair of a building, structure or  
130 other work.

131 An Employer, in recognition of the territorial and occupational jurisdiction of the  
132 Union; shall not sub-contract or contract out jobsite work coming within the jurisdiction

133 of the Carpenters' Union nor utilize on the jobsite the services of any other person,  
134 company or concern to perform such work that does not observe the same wages, fringe  
135 benefits, hours and conditions of employment as enjoyed by the Employees covered by  
136 this Agreement.

137 Any Employer who sublets any of the work coming within the jurisdiction of  
138 Carpenters shall assume the obligations of any sub-contractor to the extent of  
139 Carpenter labor employed on work under contract with the Employer for prompt  
140 payment of Employee's Wages, Health and Welfare, Pension and Apprentice Training  
141 Contributions, including reasonable attorney's fees incurred in enforcing the provisions  
142 hereof, provided the sub-contractor is not bonded as provided in ARTICLE XI hereof.  
143 The Union will, upon written request, furnish written certification to any Employer as  
144 to whether a subcontractor is adequately bonded including expiration date of bond, and  
145 that wages and payments to Health and Welfare, Pension and Apprentice Contributions  
146 are current.

147 If an Employer, bound by this Agreement, contracts or sub-contracts any work  
148 covered by this Agreement to be done at the jobsite of the construction, alteration,  
149 repair of a building, structure or other work to any person or proprietor who is not  
150 signatory to this Agreement, the Employer shall require such sub-contractor to be  
151 bound by all the provisions of this Agreement, or the Employer shall maintain daily  
152 records of the sub-contractor or the sub-contractor's Employees' jobsite hours and be  
153 liable for payments to the Health and Welfare, Pension and Apprentice Training  
154 contributions as provided in ARTICLE X of this Agreement.

155 This Article is expressly exempt from the Settlement of Disputes provision.

## 156 **ARTICLE IV WAGES**

157 The minimum rate of wages for Journeyman working within the four (4) zones of the  
158 geographical area of this agreement shall be as follows:

### 159 **ZONE 1**

160 Effective July 1, 2018 – Total package increase of \$2.05

161 Effective July 1, 2019 – Total package increase of \$2.05

162 Effective July 1, 2020 – Total package increase of \$2.05

### 163 **ZONE 2**

164 Effective July 1, 2018– Total package increase of \$1.90

165 Effective July 1, 2019– Total package increase of \$1.90

166 Effective July 1, 2020 – Total package increase of \$1.90

### 167 **ZONE 3**

168 Effective July 1, 2018 – Total package increase of \$1.79 (with two cents  
169 (\$0.02) to be allocated to the Labor Management Fund and three cents (\$0.03) to the  
170 Industry Advancement Fund)

171 Effective July 1, 2019 – Total package increase of \$1.75

172 Effective July 1, 2020 – Total package increase of \$1.75

### 173 **ZONE 4**

#### 174 **RATE A**

175 A Multi-Unit building/structure containing more than eight (8) units used  
176 exclusively as individual residences whether they be leased or rented.

177 Effective July 1, 2018 – Total package increase of \$1.70

178 Effective July 1, 2019 – Total package increase of \$1.70

179 Effective July 1, 2020 – Total package increase of \$1.70

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**RATE B**

A single family home, duplex and a multi-unit building up to and including eight (8) units such as a rowhouse, townhouse and condominium.

Effective July 1, 2018 – Total package increase of \$0.69

Effective July 1, 2019 – Wage opener

Effective July 1, 2020 – Wage opener

The four (4) zones of jurisdiction shall be:

Zone 1 – Boone, the portion of Ogle defined by the following boundaries: N Leaf River Road, E. Brick Road, Meridian Road, and IL Route 72 and Winnebago counties in Illinois

Zone 2 – The Illinois county of DeKalb and the portion of Ogle County defined by the following boundaries: IL Route 72, Meridian Road and the Southern Ogle County line; and the portion of Lee County defined as east of Brooklyn Road.

Zone 3 – Bureau, LaSalle, Marshall, Putnam, and Stark counties in Illinois

Zone 4 - Carroll, Jo Daviess, the portion of Lee County defined as west of Brooklyn Road, the portion of Ogle County defined by the following boundaries: N. Leaf River Road, E. Brick Road, and Meridian Road, Stephenson and Whiteside.

The allocation among the wages and any other contributions for all zones of this agreement shall be determined by the Union and listed on an allocation sheet. Notice in writing of the allocation shall be given to the Employer by the Union prior to the effective date of this agreement.

**ARTICLE V PAYMENT OF WAGES**

**ARTICLE V, SECTION 1 PAYDAY**

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 or by electronic fund transfer, not later than 4:00 p.m. on the regularly established pay day each week. 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. Wages may be paid by mail. If wages are paid by mail, the pay check must be received on or before the regularly established pay day.

If the Employer fails to have sufficient funds for wages due, or for pay checks issues, 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 wages and fringe benefits by certified check and, in addition, the Employer will be required to reimburse each Employee for any charges assessed.

**ARTICLE V, SECTION 2 CHECK STUBS**

Each employing Contractor agrees to give each Employee a check stub or a receipt showing the amount of hours worked and the amounts deducted from gross pay out.

225 **ARTICLE V, SECTION 3 PAY ON TERMINATION OF EMPLOYMENT BY**  
226 **DISCHARGE**

227 An Employer may discharge any Employee at any time on any working day  
228 provided, however, Employee is given fifteen (15) minutes with pay to gather his tools,  
229 and is immediately tendered in hand on the job all wages due him. The parties hereto  
230 agree that the payment procedure upon discharge, as outlined above, is a condition  
231 precedent to lawful discharge. In the event the Employee is terminated immediately on  
232 the jobsite for just cause by the Employer; with the approval of the Union Business  
233 Representative, the provision of this section requiring an immediate payment of wages  
234 by check may be waived and the check can be mailed to the Employee.

235 **ARTICLE V, SECTION 4 PAY ON TERMINATION OF EMPLOYMENT BY LAY-**  
236 **OFF**

237 When an Employee is laid off due to lack of work, he shall be paid immediately  
238 all wages due him to date on the jobsite or by electronic fund transfer. He shall receive  
239 at least one (1) hour notice prior to layoff. In the event such notice is not given,  
240 Employer shall pay one (1) hour of wages in addition to all wages due him. However,  
241 when the one (1) hour penalty is in effect, then in that event the one (1) hour wages  
242 shall be mailed to the home of the Employee within a twenty-four (24) hour period. If  
243 he is not paid on the job at the time he is laid off, he shall be paid four (4) hours of  
244 additional pay all of which shall be included in his last pay check.

245 **ARTICLE V, SECTION 5 VOLUNTARY TERMINATION OF EMPLOYMENT**

246 When an Employee quits his job on his own accord, he may be required to wait,  
247 at the option of the Employer, until the next regular pay day for the wages due him to  
248 be paid by check or electronic fund transfer.

249 **ARTICLE VI HOURS OF LABOR**

250 **ARTICLE VI, SECTION 1 WORK DAY, WORK WEEK**

251 Eight (8) hours shall constitute a regular day's work, Monday through Friday,  
252 with a start time beginning between 6:00 a.m. and 8:00 a.m. At the contractor's option,  
253 the workday may be ten (10) hours per day, Monday through Thursday after  
254 appropriate notification to the Business Representative of the local union. In both  
255 instances, there shall be one-half (1/2) hour for lunch beginning after the completion of  
256 four (4) hours. The workweek shall be forty (40) hours. Friday/Saturday may be used  
257 as a makeup day if a work day is lost due to inclement weather conditions (including  
258 but not limited to rain, snow, extreme heat or cold, high winds, frost on the roofs, etc.)  
259 The Saturday makeup day may not be used the week of Labor Day. If a holiday falls  
260 within a normal workweek, Saturday may be used as a makeup day with mutual  
261 consent of the employer and employee.

262 **ARTICLE VI, SECTION 2 BREAK**

263 A break of ten (10) minutes will be allowed during the period of 9:00 a.m. to 11:00  
264 a.m. during a regular workday. It is understood that the Employee shall take his break  
265 in close proximity to his working area.

266 **ARTICLE VI, SECTION 3 HOLIDAYS**

267           Holidays to be recognized and observed shall be New Year's Day, Memorial Day,  
268 Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and  
269 Christmas Day, or the days celebrated as such. When the holiday falls on Sunday, it  
270 shall be celebrated on Monday unless previously designated as another day. When the  
271 holiday falls on Saturday, it shall be celebrated on Friday unless previously designated  
272 as another day. Any work performed on Sunday or these holidays (or days celebrated  
273 as such) shall be compensated at double time.

274 **ARTICLE VI, SECTION 4 OVERTIME**

275           Time and one-half shall be paid for all work performed outside the regular  
276 established working hours as specified in ARTICLE VI, SECTION 1 . In the event it  
277 becomes necessary to work an Employee during the lunch period, the Employee shall  
278 receive time and one-half for such work and a thirty minute lunch period will be  
279 allowed the Employee on company time. If overtime is worked making the workday  
280 more than ten (10) hours, there shall be an additional lunch period of no less than  
281 thirty (30) minutes on company time. Double time shall also be paid for work  
282 performed on any of the legal holidays or Sundays as specified in this Agreement.

283 **ARTICLE VI, SECTION 5 TOOL PICK-UP**

284           All Employees shall be given time in which to gather their tools prior to quitting  
285 time.

286 **ARTICLE VI, SECTION 6 TRAVELING DURING WORK DAY**

287           When an Employee is directed either expressly or impliedly to go from one jobsite  
288 to another, he shall be paid for all time spent in traveling from the initial site to any  
289 other site.

290 **ARTICLE VI, SECTION 7 JOBSITE INJURY**

291           If an Employee covered by this Agreement sustains an accidental injury arising  
292 out of his employment which requires immediate medical care off the premises, during  
293 working hours, such Employee shall be paid his regular wages for the time necessarily  
294 spent in going to a physician's office, medical center or hospital, as well as the time  
295 required to return to the jobsite. If the Employee cannot return to work, he must be  
296 paid in full for the day. Except in unusual circumstances, this provision shall be  
297 effective only on the date of the injury, unless subsequent visits during working hours  
298 are required by Employer's physicians. When it is necessary for an Employee to be  
299 taken to a hospital immediately following an injury, he shall be taken to the hospital  
300 nearest to the jobsite at the Employer's expense.

301 **ARTICLE VI, SECTION 8 CARE FOR INJURED**

302           Safe and adequate transportation from a jobsite following an injury other than  
303 for a minor injury, shall be furnished by the Employer. The Job Steward shall be  
304 notified of all such injuries. If the Steward determines that someone must accompany  
305 the injured Employee to the hospital, medical center, physician's office, or Employee's  
306 home, the Employer shall select such person, who shall be compensated at his regular  
307 rate for such services. In the event an Employee is injured in the course of his  
308 employment, he shall not be dismissed from such employment because of his injury, nor

309 shall he be dismissed during the period of medical care required by said injury, unless  
310 there is no work available with his Employer of which he is capable to perform, or  
311 unless his dismissal is due to conditions beyond the control of the Employer.

312 **ARTICLE VII JOB STEWARD**

313 **ARTICLE VII, SECTION 1 SELECTION OF STEWARD**

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

316 (1) The Union requires that a Steward must fully protect the interest of the  
317 Union.

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

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

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

324 (b) The Steward shall be selected by the Business Representative of the  
325 Union;

326 (c) In selecting a Steward, preference shall be given Union Members  
327 presently employed in the Bargaining Unit of the Employer on the specific site,  
328 provided, however, that if, in the judgment of the Business Representative, no  
329 presently employed Union Member is competent to act as Steward, the Steward  
330 shall be selected from Members of the Union outside the Bargaining Unit of the  
331 Employer.

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

333 (e) So long as he is competent to perform the work to be done on the job,  
334 the Steward shall be the last Carpenter laid off, except for the Foreman; The  
335 competency of the steward shall be made in the sole discretion of the Business  
336 Representative.

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

339 **ARTICLE VII, SECTION 2 DUTIES OF STEWARD**

340 The duties of the Job Steward shall be to report to the Business Representative of  
341 the Union:

342 (1) Members' due delinquencies;

343 (2) Violations of Collective Bargaining Agreement;

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

346 (4) Disputes and grievances of members.

347 He shall not have the authority to:

348 (1) Adjust violations of the Collective Bargaining Agreement;

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

351 **ARTICLE VII, SECTION 3 STEWARD ON OVERTIME WORK**

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

355 **ARTICLE VIII FOREMEN**

356 **ARTICLE VIII, SECTION 1 FOREMAN WAGES**

357 Where there are four (4) or more carpenters on any job site, one (1) journeyman  
358 shall be designated a foreman, and shall receive the wages of a foreman. The wages of  
359 a foreman shall be not less than the ten percent (10%) above the hourly journeyman  
360 wage rate.

361 No foreman shall supervise more than ten (10) carpenters.

362 Where there is a General Carpenter Foreman on the job supervising other  
363 carpenter foremen, the General Foreman shall receive not less than sixteen (16%) above  
364 the hourly journeyman wage rate. When there are twenty-three (23) carpenters  
365 employed on the job one shall be a General Foreman and will supervise Foreman only.

366 **ARTICLE VIII, SECTION 2 SELECTING A FOREMAN**

367 Whenever a foreman or General Foreman is chosen by the Employer, he shall be  
368 a person from the unit described in ARTICLE I, SECTION 1 .

369 **ARTICLE IX DUES CHECK-OFF**

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

385 **ARTICLE X FRINGE BENEFIT CONTRIBUTIONS**

386 **ARTICLE X, SECTION 1 PAYMENTS**

387 Each Employer shall pay and transmit to a single depository designated by the  
388 Union and as specified in the Wage and Fringe Benefit allocation sheets for fringe  
389 benefits for each hour worked by each EMPLOYEE covered by this Agreement as  
390 defined in the following sections for Welfare, Pension and Retirement, Apprenticeship  
391 and Journeyman Training, and Dues check-off specified in ARTICLE IX .

392 **ARTICLE X, SECTION 2 HEALTH AND WELFARE FUND**

393 **1) For Zone 1. Construction Industry Fund**

394 The Employer agrees that Health and Welfare Fund required by this Agreement  
395 are to be made to the Construction Industry Welfare Fund of Rockford, at the hourly  
396 rates as determined by the Executive Committee of the Union, and that such  
397 contributions are to be made on behalf of all bargaining unit employees for all hours  
398 worked by such bargaining unit employees for the Employer for all projects worked  
399 within the territory of Zone 1 as described in ARTICLE I, SECTION 4 .

400 The Employer may make contributions for hours worked by superintendents and  
401 other management personnel for whom contributions health and welfare fund were  
402 heretofore made when such individuals were employed as journeymen carpenters. Such  
403 contribution rate shall be determined by the trustees of the health and welfare fund but  
404 in no event shall the rate be less than one hundred seventy three (173) hours for each  
405 month to the Construction Industry Welfare Fund of Rockford.

406 The Employer shall make contributions on behalf of each of its employees who  
407 hold management or supervisory positions including owners and direct relatives of  
408 owners (father, mother, son, daughter, brother and sister) who are also engaged in any  
409 work falling within the jurisdiction covered by this Agreement in an amount  
410 determined by the trustees of the health and welfare fund but in no event shall the rate  
411 be less than one hundred seventy three (173) hours for each month to the Construction  
412 Industry Welfare Fund of Rockford.

413 The collection of amounts due under this Article shall not be subject to the  
414 Arbitration provision contained in ARTICLE XIII herein.

415 **2) For Zones 2, 3, and 4. Heartland Healthcare Fund**

416 The Employer agrees that Health and Welfare contributions required by this  
417 Agreement are to be made to the Heartland Healthcare Fund at the hourly rates as  
418 determined by the Executive Committee of the Union, and that such contributions are  
419 to be made on behalf of all bargaining unit employees for all hours worked by such  
420 bargaining unit employees for the Employer on all projects worked within the territory  
421 of Zones 2, 3, and 4 as described in ARTICLE I, SECTION 4 .

422 The Employer may make contributions for hours worked by superintendents and  
423 other management personnel for whom contributions to the pension and welfare funds  
424 were heretofore made when such individuals were employed as journeymen carpenters.  
425 Such contribution rate shall be determined by the trustees of the health and welfare  
426 fund but in no event shall the rate be less than one hundred and sixty (160) hours for  
427 each month to the Heartland Healthcare Fund.

428 The Employer shall make contributions on behalf of each of its employees who  
429 hold management or supervisory positions including owners and direct relatives of  
430 owners (father, mother, son, daughter, brother and sister) who are also engaged in any  
431 work falling within the jurisdiction covered by this Agreement in an amount  
432 determined by the trustees of the applicable health and welfare fund but in no event  
433 shall the rate be less than one hundred and sixty (160) hours for each month to the  
434 Heartland Healthcare Fund.

435 The collection of amounts due under this Article shall not be subject to the  
436 Arbitration provision contained in ARTICLE XIII herein.

437 **ARTICLE X, SECTION 3 CHANGE IN HEALTH AND WELFARE PLAN**

438 If during the term of this Agreement the Union elects to participate in a different  
439 health and welfare plan selected by the Union or alter the administration of such a  
440 plan, it may do so provided the Union gives written notice to the Employer not less than  
441 thirty (30) days prior to such change.

442 **ARTICLE X, SECTION 4 PENSION AND RETIREMENT SAVINGS**

443 **1) For Zone 1. Construction Industry Retirement Fund of Rockford and**  
444 **Carpenters Pension Fund of Illinois**

445 The Employer agrees that Retirement contributions required by this Agreement  
446 are to be made to the Construction Industry Retirement Fund of Rockford and the  
447 Carpenters Pension Fund of Illinois at the hourly rates as determined by the Executive  
448 Committee of the Union, and that such contributions are to be made on behalf of all  
449 bargaining unit employees for all hours worked by such bargaining unit employees for  
450 the Employer for all projects worked within the territory of Zone 1 as described in  
451 ARTICLE I, SECTION 4 . The contribution for the Carpenters Pension Fund of Illinois  
452 will be remitted to the Construction Industry Funds of Rockford and the Construction  
453 Industry Funds of Rockford will then remit the contribution onto the Carpenters  
454 Pension Fund of Illinois.

455 The Employer may make contributions for hours worked by superintendents and  
456 other management personnel for whom contributions to the pension and retirement  
457 savings funds were heretofore made when such individuals were employed as  
458 journeymen carpenters. Such contribution rate shall be determined by the trustees of  
459 the applicable pension funds but in no event shall the rate be less than one hundred  
460 seventy three (173) hours for each month to the Construction Industry Retirement  
461 Fund of Rockford.

462 The Employer shall make contributions on behalf of each of its employees who  
463 hold management or supervisory positions including owners and direct relatives of  
464 owners (father, mother, son, daughter, brother and sister) who are also engaged in any  
465 work falling within the jurisdiction covered by this Agreement in accordance with the  
466 journeyman wage and benefit package specified on the Wage and Fringe benefit  
467 package per hour for each actual hour worked. The management or supervisory  
468 employees performing covered work must maintain membership in the Union in  
469 accordance with ARTICLE II .

470 The collection of amounts due under this Article shall not be subject to the  
471 Arbitration provision contained in ARTICLE XIII herein.

472 **2) For Zones 2, 3, and 4. Carpenters Pension Fund of Illinois and Chicago**  
473 **Regional Council of Carpenters Supplemental Retirement Fund**

474 The Employer agrees that Pension contributions required by this Agreement are  
475 to be made to the Carpenters Pension Fund of Illinois and Retirement Savings to the  
476 Chicago Regional Council of Carpenters Supplemental Retirement Fund at the hourly  
477 rates as determined by the Executive Committee of the Union, and that such  
478 contributions are to be made on behalf of all bargaining unit employees for all hours  
479 worked by such bargaining unit employees for the Employer on all projects worked  
480 within the territory of Zones 2, 3, and 4 as described in ARTICLE I, SECTION 4 .

481 The Employer may make contributions for hours worked by superintendents and  
482 other management personnel for whom contributions to the pension funds were

483 heretofore made when such individuals were employed as journeymen carpenters. Such  
484 contribution rate shall be determined by the trustees of the applicable pension funds  
485 but in no event shall the rate be less than one hundred and sixty (160) hours for each  
486 month to the Carpenters Pension Fund of Illinois and the Chicago Regional Council of  
487 Carpenters Supplemental Retirement Fund.

488 The Employer shall make contributions on behalf of each of its employees who  
489 hold management or supervisory positions including owners and direct relatives of  
490 owners (father, mother, son, daughter, brother and sister) who are also engaged in any  
491 work falling within the jurisdiction covered by this Agreement in accordance with the  
492 journeyman wage and benefit package specified on the Wage and Fringe benefit  
493 package per hour for each actual hour worked. The management or supervisory  
494 employees performing covered work must maintain membership in the Union in  
495 accordance with ARTICLE II .

496 The collection of amounts due under this Article shall not be subject to the  
497 Arbitration provision contained in ARTICLE XIII herein.

498 **ARTICLE X, SECTION 5 APPRENTICE AND JOURNEYMAN EDUCATION**  
499 **FUND – ALL ZONES**

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

506 **ARTICLE X, SECTION 6 UBC NATIONAL FUNDS – ALL ZONES**

507 The Employer(s) and the Union recognize the need for quality training of  
508 apprentices and journeymen to meet the industry's craft labor needs and to provide  
509 safety and health training and education to enable Union workers to remain healthy  
510 and productive. In addition to any contributions otherwise called for herein, the  
511 parties agree that the Employer shall make a contribution determined by the Executive  
512 Committee of the Union as designated for in the applicable zone in the wage and fringe  
513 benefit allocation sheet for each hour worked for each employee covered by this  
514 agreement to the Carpenters International Training Fund ("Training Fund"). Payment  
515 shall be made to the Carpenters International Training Fund or to such collection agent  
516 as it is designated by the Training Fund on or before the 20<sup>th</sup> day of the month  
517 following the month of the work performed. The Employer hereby agrees to be bound  
518 by the Agreements and Declarations of Trust for the Training Fund as they exist and as  
519 they may be amended or restated, and to such rules, regulations and other governing  
520 documents adopted pursuant to such Trust. The Chicago Regional Council of  
521 Carpenters reserves the right to directly collect or designate a depository for the UBC  
522 National Funds contribution at a later date.

523 Payments shall be made to the Illinois Employee Benefits Corporation (Geneva)  
524 or the Construction Industry Funds of Rockford, depending upon the location of the  
525 project worked. The Employer hereby also agrees to be bound by the trust indenture  
526 agreement as now stated or as later restated or amended.

527 **ARTICLE X, SECTION 7 INDUSTRY ADVANCEMENT FUND – ZONE 3 ONLY**

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

538 **ARTICLE X, SECTION 8 LABOR MANAGEMENT COMMITTEE - ZONE 3 ONLY**

539 The parties agree to participate in the Illinois Valley Labor-Management  
540 Committee under authority of Section 6 (b) of the Labor-Management Cooperation Act  
541 of 1978, 29 U.S.C. paragraph 175 (a) and Section 302 8 (9) of the Taft-Hartley Act, 29  
542 U.S.C. paragraph 186 8 (9). The contribution rate is specified on the Wage and Fringe  
543 Benefits allocation sheet and shall be paid for each hour worked by each employee  
544 working in Zone 3. The primary purpose of the joint committee is to improve  
545 communications, increase productivity, promote safety and to foster quality training.  
546 The parties agree any increases to the Illinois Valley Labor-Management Committee  
547 will be split between the Employer and the Union.

548 **ARTICLE X, SECTION 9 FAILURE TO REPORT OR CONTRIBUTE**

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

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

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

565 A properly authorized Representative of said Funds shall have the right to  
566 examine the Employers records for the purpose of determining if properly executed  
567 reports are being made to said Funds. The Representative authorized to make  
568 aforesaid examination of records will be furnished proper credentials by the Trustees of  
569 said Funds.

570 To protect the participating members in the Funds from loss of eligibility for  
571 benefits caused by failure of an Employer to make proper contributions, his Employees

572 may be removed from the job for the above stated reason, the Employer shall  
573 compensate them for all time lost as a result of same.

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

## 580 **ARTICLE X, SECTION 10 TRUST AGREEMENTS & COMPLIANCE WITH LAW**

581 The Funds established hereunder, except as otherwise specified, shall be jointly  
582 administered by an equal number of Trustees representing each party to this  
583 Agreement, which administration and the various documents establishing the various  
584 Funds shall be in accordance with the laws pertaining to the subject matter relative to  
585 each individual Fund. All payments required to be made shall be made and  
586 transmitted in accordance with the rules and regulations established by the Trustees of  
587 the particular Fund and all forms required to be completed shall be so completed.  
588 Concerning the enforcement of collections and payments of the required amounts into  
589 the Funds, the parties shall be bound by the determinations of the Trustees of each  
590 particular Fund. The failure of an individual Employer to comply with the provisions of  
591 this Agreement and any Declaration of Trust establishing any of the Funds for which  
592 contributions or payments are made under this Article shall constitute a breach of this  
593 Agreement and individual Employers who fail to remit regularly in accordance with the  
594 requirements of Declaration of Trust establishing any of the Funds shall be subject to  
595 having this Agreement terminated by the Union, by giving seventy-two (72) hours  
596 notice in writing to such Employer. The remedy provided for herein shall not be  
597 exclusive of any other remedy by way of suit in law or in equity, or otherwise for the  
598 collection of the amount due either by the Union or by the Trustees or Administrators of  
599 any of the individual Funds.

## 600 **ARTICLE XI BONDING**

### 601 **ARTICLE XI, SECTION 1**

602 Each Employer signatory to this Agreement agrees at the time of execution of  
603 this Agreement the Employer shall have procured a cash bond or Surety Bond in the  
604 Principal sum as indicated below. Such Bond shall be written by an insurance carrier  
605 authorized, licensed, or permitted to do business in the State of Illinois. The surety  
606 bond and/or cash bond shall be payable to the Union as Trustee for the benefit of  
607 Employees employed by the Employer and for those acting on the Employees' behalf to  
608 insure prompt payment of wages and contributions to the Health and Welfare, Pension  
609 and Apprentice Training Funds. Such surety bond and/or cash bond shall be executed  
610 only on a uniform bond form furnished by the Union and must be filed with the Union.  
611 The principal amount of the bond shall be:

One (1) to Five (5) Employees	\$10,000
Six (6) to Ten (10) Employees	\$15,000
Eleven (11) to Fifteen (15) Employees	\$20,000
For those Employees in excess of Fifteen (15)	\$50,000

612 The Union may withdraw bargaining unit Employees from Employers who fail to  
 613 maintain the bond required by this Article.

614 **ARTICLE XI, SECTION 2**

615 The Employer assigns all right, title and interest in the Surety bond and/or cash  
 616 bond to the Union and Fringe Benefit Trust Funds, which shall have a priority interest  
 617 to such Funds, and supersede the claims of all Employer’s creditors.

618 **ARTICLE XI, SECTION 3**

619 This Article shall not be subject to the Settlement of Disputes provisions  
 620 contained in ARTICLE XIII .

621 **ARTICLE XII APPRENTICES**

622 **ARTICLE XII, SECTION 1 APPRENTICE WAGE RATES**

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

FIRST YEAR		50% of Journeyman Scale
SECOND YEAR	1 <sup>ST</sup> 6 Months	60% of Journeyman Scale
	2 <sup>ND</sup> 6 Months	70% of Journeyman Scale
THIRD YEAR		80% of Journeyman Scale
FOURTH YEAR		90% of Journeyman Scale

625 In addition to wages, the Employer shall make all fringe benefit contributions  
 626 and wage deductions as required by ARTICLE X of this agreement; except there shall  
 627 be the following pension contributions per hour:

628 All Zones – The first (1<sup>st</sup>) year apprentice will receive a pension contribution in  
 629 the amount of thirty five cents (\$0.35) and Retirement savings contribution of one  
 630 dollar (\$1.00) per hour and the second (2<sup>nd</sup>), third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) year apprentices  
 631 shall receive the following percentages of the journeyman pension/retirement savings  
 632 for each applicable zone. The Retirement savings contribution shall not be less than  
 633 one dollar (\$1.00) per hour for all apprentices for all zones:

	Pension Contribution	Retirement Savings Contribution (not to be less than one dollar (\$1.00 per hour))
First Year	\$0.35 pension contribution	\$1.00 Retirement Savings contribution
Second Year, 1 <sup>st</sup> 6 months	60% of Journeyman Pension rate	60% of Retirement Savings rate
Second Year, 1 <sup>st</sup> 6 months	70% of Journeyman Pension rate	70% of Retirement Savings rate
Third Year	80% of Journeyman Pension rate	80% of Retirement Savings rate
Fourth Year	90% of Journeyman Pension rate	90% of Retirement Savings rate

634

635 **ARTICLE XII, SECTION 2 JOINT APPRENTICESHIP & TRAINING**  
636 **COMMITTEE**

637 The Employer and the Union have established the Chicago Regional Council of  
638 Carpenters Apprenticeship and Training Center, Rockford Campus. of the Rockford  
639 Campus will have an Advisory Committee consisting of an equal number of  
640 Representatives from the Employer and the Union. The Advisory Committee will  
641 endeavor to keep Apprentices working among the various Employers in the area.

642 **ARTICLE XII, SECTION 3 RATIO OF APPRENTICES TO JOURNEYMEN**

643 The Employer and the Union agree to promote the Apprenticeship Program by  
644 having Apprentices employed on all jobs where there are a sufficient number of  
645 journeymen employed. The recommended ratio of apprentices to journeyman is one (1)  
646 apprentice for each one (1) journeyman but in no case shall there be less than one (1)  
647 journeyman to two (2) apprentices employed by an Employer on any jobsite.

648 **ARTICLE XII, SECTION 4 HIRING OF APPRENTICES**

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

652 **ARTICLE XII, SECTION 5 DISCHARGE OF AN APPRENTICE**

653 Any Apprentice who fails to comply with the Apprenticeship Standards, the rules  
654 and regulations of the Apprenticeship and Training Fund or who fails to attend school  
655 as required, shall be discharged by the Employer immediately upon receipt of  
656 notification to such effect from the Chicago Regional Council of Carpenters  
657 Apprenticeship and Training, Rockford Campus. An individual so discharged, if he  
658 believes that the facts upon which his discharge was based are untrue, may challenge  
659 such facts by filing a written statement with the Union and the Employer within three  
660 (3) working days from the date of discharge and five (5) working days thereafter a  
661 hearing shall be held before an equal number of Employer and Union Representatives  
662 for the purpose of passing upon the claim of such individual. In the event of a  
663 disagreement between the Union and the Employer, the matter shall be deemed in  
664 dispute and submitted to arbitration in accordance with the arbitration provision of this  
665 Agreement.

666 The Union shall be notified of discharge of any Apprentice.

667 **ARTICLE XII, SECTION 6 CHANGE IN TRAINING PROGRAM**

668 If during the term of this Agreement the Union elects to participate in a different  
669 apprentice and training plan selected by the Union or alter the administration of such a  
670 plan, it may do so provided the Union gives written notice to the contractor not less  
671 than thirty (30) days prior to such change.

672 **ARTICLE XIII CARPENTER ASSISTANT**

673 An employer may choose to employ a Carpenter Assistant, when available. An  
674 Assistant must be placed by the union. Each Assistant shall sign a working permit  
675 with the union before starting work. Working permits shall be filled out in triplicate  
676 with a copy given to the Employer, the Employee and the Union. Length of  
677 employment shall be a maximum of three (3) consecutive or cumulative months or entry

678 into the apprentice school, whichever comes first. The Assistant shall pass a physical  
679 and drug test, and be OSHA 10 trained before being hired. The Employer will fill out a  
680 two (2) month evaluation form for each Assistant. The ratio of Carpenters Assistant(s)  
681 to Apprentice/Journeyman is one (1) Assistant to five (5) Apprentice/Journeyman,  
682 company wide. The Employer recognizes the Union as the primary source for  
683 Assistants and the assistants will be provided by the Union within seven (7) calendar  
684 days of the Employer request. The Employer may recommend to the Union an  
685 Assistant from any source available. Upon completion of the three (3) month period,  
686 the Carpenter Assistant shall be registered and indentured into a certified apprentice  
687 program which is affiliated with the Chicago Regional Council of Carpenters.

688 The Carpenter Assistant shall be prohibited from working on any Federal Davis  
689 Bacon or State prevailing wage projects.

690 A Carpenter Assistant shall be paid forty percent (40%) of the Journeyman  
691 Residential Rate with no benefits. The appropriate work assessment will be paid.

## 692 **ARTICLE XIV SETTLEMENT OF DISPUTES**

### 693 **ARTICLE XIV, SECTION 1 FILING A GRIEVANCE**

694 All grievances shall be filed under the provisions of this Article within two (2)  
695 weeks of the event first giving rise to the grievance.

696 Step One: A grievance shall first be taken up between the Union's Business  
697 Representative and a designated representative of the Employer.

698 Step Two: In the event the grievance cannot be resolved by the Step One  
699 conference within seven (7) working days after the receipt by the Union and the  
700 Employer of the written grievance, the written grievance shall be submitted to  
701 Permanent Arbitration Board ("PAB").

### 702 **ARTICLE XIV, SECTION 2 SELECT AN ARBITRATOR**

703 The PAB shall consist of the following five arbitrators mutually agreed upon  
704 between the Union and the Employer Association:

705 James Cox  
706 Neil Gunderman  
707 Ann Kenis  
708 Robert McAllister  
709 Donald Peterson

### 710 **ARTICLE XIV, SECTION 3 ARBITRATION COST**

711 The cost of such arbitration shall be borne by the losing party to the arbitration  
712 and the decision of the arbitrator shall be binding on all parties and individuals bound  
713 by this Agreement.

## 714 **ARTICLE XV TOOLS**

### 715 **ARTICLE XV, SECTION 1 EMPLOYEE TOOLS**

716 Each Employee is required to furnish, for his individual use only, all of those  
717 tools customarily required of a Carpenter to perform his duties. However, no Employee  
718 shall be required to furnish any four (4) foot or over level, any miterboxes, special  
719 cutting knives, power planes, power emery wheels, electric cords, electric driven tools,  
720 battery powered tools, appliances, special tools or vehicles. Such must be furnished by

721 the contractor. No Employee shall be allowed to transport sawhorses, ladders, lumber  
722 or company tools with his own vehicle while traveling from one job to another.

723 **ARTICLE XV, SECTION 2 STORAGE OF TOOLS**

724 The Employee shall at all times be responsible for his own tools during working  
725 hours. The Employer shall provide a reasonable safe and secure place on the job for  
726 storage of tools after working hours such as a locked job tool box or locked storage shed.  
727 The Employer shall pay the replacement value of any tools from said locked job toolbox  
728 or storage shed due to theft, fire or water damage.

729 **ARTICLE XVI SUBSTANCE ABUSE AND RECOVERY**  
730 **PROGRAM**

731 **ARTICLE XVI, SECTION 1 RECOGNITION**

732 The parties recognize the problems created by drug and alcohol abuse and the  
733 need to develop prevention and treatment programs. The Employer and the Union seek  
734 to protect people and property, and to provide a safe working environment. The purpose  
735 of the following program is to establish and maintain a drug free, alcohol free, safe,  
736 healthy work environment for all its employees.

737 **ARTICLE XVI, SECTION 2 DEFINITIONS**

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

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

746 (c) Employee – Individuals who perform work for the Employer, including, but  
747 not limited to, management, supervision, engineering, craft workers and clerical  
748 personnel.

749 (d) Accident – Any event resulting in injury to a person or property to which  
750 an employee, or contractor/contractor’s employee, contributed as a direct or indirect  
751 cause.

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

754 (f) Reasonable Cause – Reasonable cause shall be defined as excessive  
755 tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance,  
756 incoherence, and disorientation.

757 **ARTICLE XVI, SECTION 3 CONFIDENTIALITY**

758 (a) All parties to this policy and program have only the interests of employees  
759 in mind, therefore, encourage any employee with a substance abuse problem to come  
760 forward and voluntarily accept our assistance in dealing with the illness. An employee  
761 assistance program will provide guidance and direction for an employee during the  
762 employee’s recovery period. If an employee volunteers for help, the company will make  
763 every reasonable effort to return the employee to work upon the employee’s recovery.

764 The company will also take action to assure that the illness is handled in a confidential  
765 manner.

766 (b) All actions taken under this policy and program will be confidential and  
767 disclosed only to those with a "need to know".

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

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

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

775 **ARTICLE XVI, SECTION 4 RULES - DISCIPLINARY ACTIONS - GRIEVANCE**  
776 **PROCEDURES**

777 1. Rules – All employees must report to work in a physical condition that will  
778 enable them to perform their jobs in a safe and efficient manner. Employees shall not:  
779 Use, possesses, dispense or receive prohibited substances on or at the job site; or  
780 Report to work with any measurable amount of prohibited substances in their  
781 system.

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

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

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

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

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

794 Employees found selling or distributing drugs will be terminated.

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

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

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

807 **ARTICLE XVI, SECTION 5 DRUG/ALCOHOL TESTING**

808 The parties to this policy and program agreement that under certain  
809 circumstances, the company will find it necessary to conduct drug and alcohol testing or

810 may implement a random drug testing program with the approval of the Union. While  
811 "random" testing is not necessary for the proper operation of this policy and program, it  
812 may be necessary to require testing under the following conditions:

813 A pre-employment drug and alcohol test may be administered to all applicants  
814 for employment;

815 A test may be administered in the event a supervisor has reasonable cause to  
816 believe that the employee has reported to work under the influence, or is or has been  
817 under the influence while on the job; or has violated this drug policy. During the  
818 process of establishing reasonable cause for testing, the employee has the right to  
819 request his on-site representative to be present;

820 Testing may be required if an employee is involved in a workplace  
821 accident/incident or if there is a workplace injury;

822 Testing may be required as part of a follow-up to counseling or rehabilitation for  
823 substance abuse, for up to a one (1) year period;

824 Employee may also be tested on a voluntary basis.

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

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

832 The company will bear the costs of all testing procedures.

833 **ARTICLE XVI, SECTION 6 REHABILITATION AND EMPLOYEE**  
834 **ASSISTANCE PROGRAM**

835 (a) Employees are encouraged to seek help for a drug or alcohol problem  
836 before it deteriorates into a disciplinary matter. If an employee voluntarily notifies  
837 supervision that he or she may have a substance abuse problem, the company will  
838 assist the employee to enroll in the Member Assistance Program (MAP) for that  
839 treatment, and will also counsel the employee regarding medical benefits available  
840 under the company or union health and welfare/insurance program.

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

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

850 **ARTICLE XVI, SECTION 7 PRE-EMPLOYMENT TESTING**

851 Any Union member required by the Employer to participate in requirements for  
852 employment (e.g. company orientation, Fitness-for-Duty, Customer Access  
853 Authorization, Drug Testing) shall be paid for that time required to complete such  
854 requirements.

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**ARTICLE XVII NO STRIKES, WORK STOPPAGES AND LOCKOUTS**

Except for disputes arising under ARTICLE V , ARTICLE VII , ARTICLE X , and ARTICLE XI 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 XVIII FAVORED NATIONS**

If during the term of this agreement, the Union enters into an agreement covering the residential jurisdiction of this Agreement, the Employer or Employer Association, at its option, may immediately become bound by this successor agreement in its totality. The Employer or Employer Association may not select certain items of a differing agreement and take those elements into the existing agreement. The change must be from one complete agreement to another complete agreement.

869 **ARTICLE XIX DURATION, TERMINATION AND AMENDMENT**

870 **ARTICLE XIX, SECTION 1 DURATION AND TERMINATION**

871 This Agreement shall become effective July 1, 2018 through June 30, 2021 and  
872 shall automatically renew itself from year to year thereafter unless either party gives  
873 notice in writing to the other party at least sixty (60) days prior to the contract  
874 expiration date that it desires to terminate the agreement. Notice to modify the  
875 contract Agreement with respect to any provision given by either party shall not  
876 terminate the Agreement and shall not render the automatic renewal clause  
877 inoperative.

878 **ARTICLE XIX, SECTION 2 MUTUAL AMENDMENT AT ANY TIME**

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

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

884 **ARTICLE XX CONFLICT WITH LAW**

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

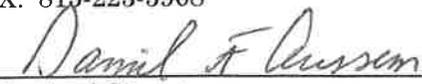
891 IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

892  
893 DATED THIS **FIRST DAY OF JULY, 2018.**

894  
CHICAGO REGIONAL COUNCIL OF CARPENTERS

*(please print or type firm name below)*  
ILLINOIS VALLEY CONTRACTORS  
ASSOCIATION INC  
1120 FIRST ST  
LA SALLE, IL 61301  
PHONE: 815-223-0561  
FAX: 815-223-5908

  
\_\_\_\_\_  
Authorized Signature  
GARY PERINAR  
EXECUTIVE SECRETARY-TREASURER

  
\_\_\_\_\_  
Authorized Signature  
DANIEL F. OSSEM  
\_\_\_\_\_  
(please print name above)

\_\_\_\_\_  
Authorized Signature  
JEFFREY ISAACSON  
PRESIDENT

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**ADDENDUM I - SPECIAL PROJECTS AGREEMENT**

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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:

899

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.

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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.

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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.

902

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.

903

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

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This Addendum is an attachment to the Agreement between the Employer and Chicago Regional Council of Carpenters and becomes effective July 1, 2018, and remains in effect until the expiration of the Agreement.

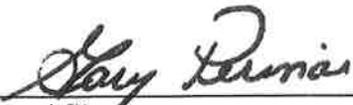
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**DATED THIS FIRST DAY OF JULY, 2018.**

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CHICAGO REGIONAL COUNCIL OF  
CARPENTERS

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

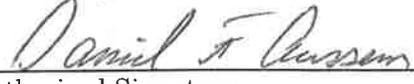


Authorized Signature  
GARY PERINAR

EXECUTIVE SECRETARY-TREASURER



JEFFREY ISAACSON  
PRESIDENT



Authorized Signature

DANIEL F. AUSSEM

(please print name above)

928

