



**RESIDENTIAL
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

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

AND

ILLINOIS VALLEY CONTRACTORS ASSOCIATION INC

EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

Boone, Bureau, Carroll, DeKalb, Henderson, Henry, Jo Daviess,
LaSalle, Lee, Marshall, Mercer, Ogle, Putnam, Rock Island, Stark,
Stephenson, Whiteside, and Winnebago counties in Illinois and Louisa north
of the Iowa River, Muscatine and Scott counties in Iowa



O'Connor 09/04/2021

| | |
|---|-----------|
| ARTICLE I RECOGNITION AND SCOPE | 5 |
| ARTICLE I, SECTION 1 BARGAINING UNIT | 5 |
| ARTICLE I, SECTION 2 RESIDENTIAL CONSTRUCTION DEFINED | 5 |
| ARTICLE I, SECTION 3 OCCUPATIONAL SCOPE | 6 |
| ARTICLE I, SECTION 4 GEOGRAPHICAL TERRITORY | 7 |
| ARTICLE II UNION SECURITY | 7 |
| ARTICLE II, SECTION 1 MAINTENANCE OF MEMBERSHIP | 7 |
| ARTICLE II, SECTION 2 CONDITION OF EMPLOYMENT | 7 |
| ARTICLE II, SECTION 3 REFUSAL OF MEMBERSHIP | 7 |
| ARTICLE II, SECTION 4 NOTICE TO HIRE | 7 |
| ARTICLE III SUB-CONTRACTING | 8 |
| ARTICLE III, SECTION 1 INDUSTRY QUALIFICATION | 8 |
| ARTICLE III, SECTION 2 SUBCONTRACTING | 8 |
| ARTICLE IV WAGES | 8 |
| ARTICLE V PAYMENT OF WAGES | 10 |
| ARTICLE V, SECTION 1 PAYDAY | 10 |
| ARTICLE V, SECTION 2 CHECK STUBS | 10 |
| ARTICLE V, SECTION 3 PAY ON TERMINATION OF EMPLOYMENT BY DISCHARGE | 10 |
| ARTICLE V, SECTION 4 PAY ON TERMINATION OF EMPLOYMENT BY LAY- OFF | 10 |
| ARTICLE V, SECTION 5 VOLUNTARY TERMINATION OF EMPLOYMENT | 11 |
| ARTICLE VI HOURS OF LABOR | 11 |
| ARTICLE VI, SECTION 1 WORK DAY, WORK WEEK | 11 |
| ARTICLE VI, SECTION 2 BREAK | 11 |
| ARTICLE VI, SECTION 3 HOLIDAYS | 11 |
| ARTICLE VI, SECTION 4 OVERTIME | 11 |
| ARTICLE VI, SECTION 5 TOOL PICK-UP | 12 |
| ARTICLE VI, SECTION 6 TRAVELING DURING WORK DAY | 12 |
| ARTICLE VI, SECTION 7 JOBSITE INJURY | 12 |
| ARTICLE VI, SECTION 8 CARE FOR INJURED | 12 |
| ARTICLE VII JOB STEWARD | 12 |
| ARTICLE VII, SECTION 1 SELECTION OF STEWARD | 12 |
| ARTICLE VII, SECTION 2 DUTIES OF STEWARD | 13 |
| ARTICLE VII, SECTION 3 STEWARD ON OVERTIME WORK | 13 |
| ARTICLE VIII FOREMEN | 13 |
| ARTICLE VIII, SECTION 1 FOREMAN WAGES | 13 |
| ARTICLE VIII, SECTION 2 SELECTING A FOREMAN | 14 |
| ARTICLE IX DUES CHECK-OFF | 14 |
| ARTICLE X FRINGE BENEFIT CONTRIBUTIONS | 14 |
| ARTICLE X, SECTION 1 PAYMENTS | 14 |
| ARTICLE X, SECTION 2 HEALTH AND WELFARE FUND | 14 |
| ARTICLE X, SECTION 3 CHANGE IN HEALTH AND WELFARE PLAN | 16 |

| | |
|--|-----------|
| ARTICLE X, SECTION 4 PENSION AND RETIREMENT SAVINGS..... | 16 |
| ARTICLE X, SECTION 5 APPRENTICE AND JOURNEYMAN EDUCATION FUND – ALL ZONES | 19 |
| ARTICLE X, SECTION 6 UBC NATIONAL FUNDS – ALL ZONES | 19 |
| ARTICLE X, SECTION 7 INDUSTRY ADVANCEMENT FUND – ZONE 3 ONLY | 19 |
| ARTICLE X, SECTION 8 LABOR MANAGEMENT COMMITTEE - ZONE 3 ONLY | 19 |
| ARTICLE X, SECTION 9 FAILURE TO REPORT OR CONTRIBUTE | 20 |
| ARTICLE X, SECTION 10 TRUST AGREEMENTS & COMPLIANCE WITH LAW | 20 |
| <u>ARTICLE XI BONDING.....</u> | <u>21</u> |
| ARTICLE XI, SECTION 1 | 21 |
| ARTICLE XI, SECTION 2 | 21 |
| ARTICLE XI, SECTION 3 | 21 |
| <u>ARTICLE XII APPRENTICES.....</u> | <u>21</u> |
| ARTICLE XII, SECTION 1 APPRENTICE WAGE RATES | 21 |
| ARTICLE XII, SECTION 2 JOINT APPRENTICESHIP & TRAINING COMMITTEE | 22 |
| ARTICLE XII, SECTION 3 RATIO OF APPRENTICES TO JOURNEYMEN..... | 22 |
| ARTICLE XII, SECTION 4 HIRING OF APPRENTICES..... | 23 |
| ARTICLE XII, SECTION 5 DISCHARGE OF AN APPRENTICE | 23 |
| ARTICLE XII, SECTION 6 CHANGE IN TRAINING PROGRAM..... | 23 |
| <u>ARTICLE XIII CARPENTER ASSISTANT</u> | <u>23</u> |
| <u>ARTICLE XIV JOURNEYMAN APPLICANT – ZONE 5 ONLY.....</u> | <u>24</u> |
| <u>ARTICLE XV SETTLEMENT OF DISPUTES.....</u> | <u>24</u> |
| ARTICLE XV, SECTION 1 FILING A GRIEVANCE | 24 |
| ARTICLE XV, SECTION 2 SELECT AN ARBITRATOR | 24 |
| ARTICLE XV, SECTION 3 ARBITRATION COST..... | 24 |
| <u>ARTICLE XVI TOOLS.....</u> | <u>25</u> |
| ARTICLE XVI, SECTION 1 EMPLOYEE TOOLS..... | 25 |
| ARTICLE XVI, SECTION 2 STORAGE OF TOOLS..... | 25 |
| <u>ARTICLE XVII SUBSTANCE ABUSE AND RECOVERY PROGRAM</u> | <u>25</u> |
| ARTICLE XVII, SECTION 1 RECOGNITION..... | 25 |
| ARTICLE XVII, SECTION 2 DEFINITIONS..... | 25 |
| ARTICLE XVII, SECTION 3 CONFIDENTIALITY | 26 |
| ARTICLE XVII, SECTION 4 RULES - DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES | 26 |
| ARTICLE XVII, SECTION 5 DRUG/ALCOHOL TESTING..... | 27 |
| ARTICLE XVII, SECTION 6 REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM | 27 |
| ARTICLE XVII, SECTION 7 PRE-EMPLOYMENT TESTING | 28 |
| <u>ARTICLE XVIII NO STRIKES, WORK STOPPAGES AND LOCKOUTS</u> | <u>28</u> |
| <u>ARTICLE XIX FAVORED NATIONS.....</u> | <u>28</u> |
| <u>ARTICLE XX DURATION, TERMINATION AND AMENDMENT</u> | <u>29</u> |
| ARTICLE XX, SECTION 1 DURATION AND TERMINATION | 29 |
| ARTICLE XX, SECTION 2 MUTUAL AMENDMENT AT ANY TIME | 29 |
| <u>ARTICLE XXI CONFLICT WITH LAW</u> | <u>29</u> |

JOINT AGREEMENT

THIS AGREEMENT is effective July 1, 2021, by and between the Contractor Associations and Contractors historically working under this Agreement or previous agreements subsequent versions hereof, hereinafter called variously, the "Employer", "Employers" or the "Contractor" as the context of this Agreement shall indicate as applicable, and the CHICAGO REGIONAL COUNCIL OF CARPENTERS and on behalf of Carpenter Local Unions No. 4, Local 174 (IVCA), 790, and 792 under its jurisdiction of the United Brotherhood of Carpenters and Joiners of America, herein called "Union",

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2024.

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

ARTICLE I RECOGNITION AND SCOPE

ARTICLE I, SECTION 1 BARGAINING UNIT

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

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

ARTICLE I, SECTION 2 RESIDENTIAL CONSTRUCTION DEFINED

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

Zones 1, 2, and 3. A residential unit is herein defined as a unit which shall contain a fully functional bathroom and kitchen.

Zones 4 and 5. Residential Construction is herein defined as all work in connection with construction, alteration and/or repair of all residential units classified into the following two categories:

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

- 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.

ARTICLE I, SECTION 3 OCCUPATIONAL SCOPE

The Bargaining Unit shall consist of all Journeymen, Foremen, and Apprentices engaged in work at the construction site covered by the occupational jurisdiction of the "Union", including, but not limited to, the milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials; the handling, erecting, installing and dismantling of machinery and equipment, hydraulic jacking and raising, and the manufacturing of all materials where the skill, knowledge and training of the Employees are required, either through the operation of machine or hand tools. The Bargaining Unit shall also consist of all Journeymen, Foremen, Apprentices and Trainees engaged in work as Carpenters and Joiners, Millwrights, Pile Drivers; Bridge Dock and Wharf Carpenters, Divers, Underpinners and Timbermen and Core Drillers; Ship Wrights, Boat Builders and Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Scaffold Erectors, Renewable Energy Installers, Siders, Wood and Resilient Floor Layers and Finishers; Carpet Layers, Shinglers, Roofers including those who tear-off and remove roofing materials and roofing debris, Insulators, Acoustic and Dry Wall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Casket and Coffin Makers; Furniture Workers, Reed and Rattan Workers; Shingle Weavers, Box Makers, Railroad Carpenters and Car Buildings and Show, Display and Exhibition Workers and Lathers, regardless of material used; and all those engaged in the operation of wood working or the machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the handling, erecting and installing material on any of the above divisions or sub-divisions; burning, welding, rigging and the use of any instrument or tool for layout work, incidental to the trade. Concrete Forming including but not limited to the following descriptions: complete handling of all lengths, widths, and thickness of dimensional lumber, plywood, preseed board, masonite, transite Styrofoam, rubber, celotex, neoprene, metal, aluminum, steel, plastic, cork, composition board, sono tubes, and all other substitute materials or any pre-made forms, such as, except not limited to, Symons, Symplex, Styrofoam Clamp, Cathead, and Pencilrod. Any cutting, drilling, modifying, clamping, gluing, welding, burning, stapling, hanging, wiring, nailing, joining, screwing, fastening, assembling, hook up, slinging, and signaling of the above-referenced materials. Any part of the above referenced material used to frame, mold, shape, brace, erect, align, plumb, level, grade, elevations, raising, underpinning, layout work, shoring, staking, bulk heading, expansion joints, scaffolding, all footings, piers, walls, columns, beams, decks, roofs, stairs, floors, slabs, planter boxes pertaining to Concrete Forming. Any handling and installation of imbedded metal, bolts and constructing of templates, the stripping and dismantling of all of the above-referenced materials after concrete is poured in place. Material handling, staying products and materials to be installed, site preparation and clean-up. Any new product or material that is used to form concrete will be installed and dismantled by Carpenters. When the term "Carpenter and Joiner" is used, it shall mean all the sub-divisions of the Trade.

ARTICLE I, SECTION 4 GEOGRAPHICAL TERRITORY

The geographical territory or area covered by this Agreement shall consist of the Illinois counties located in the following zones:

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

Zone 2 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

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.

Zone 5 The Iowa counties of Louisa north of the Iowa River, Muscatine and Scott and the following counties in Illinois, Henderson, Henry, Mercer and Rock Island

ARTICLE II UNION SECURITY**ARTICLE II, SECTION 1 MAINTENANCE OF MEMBERSHIP**

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

ARTICLE II, SECTION 2 CONDITION OF EMPLOYMENT

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

ARTICLE II, SECTION 3 REFUSAL OF MEMBERSHIP

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

ARTICLE II, SECTION 4 NOTICE TO HIRE

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

ARTICLE III SUB-CONTRACTING

ARTICLE III, SECTION 1 INDUSTRY QUALIFICATION

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

ARTICLE III, SECTION 2 SUBCONTRACTING

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

An Employer, in recognition of the territorial and occupational jurisdiction of the Union; shall not sub-contract or contract out jobsite work coming within the jurisdiction of the Carpenters' Union nor utilize on the jobsite the services of any other person, company or concern to perform such work that does not observe the same wages, fringe benefits, hours and conditions of employment as enjoyed by the Employees covered by this Agreement.

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

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

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

ARTICLE IV WAGES

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

ZONE 1

Effective July 1, 2021 – Total package increase of \$1.62

Effective July 1, 2022 – Total package increase of \$1.67

Effective July 1, 2023 – Total package increase of \$1.72

ZONE 2

Effective July 1, 2021– Total package increase of \$0.01

175 Effective July 1, 2022– Wage Opener
176 Effective July 1, 2023 – Wage Opener

177 ZONE 3

178 Effective July 1, 2021 – Total package increase of \$1.65
179 Effective July 1, 2022 – Total package increase of \$1.67
180 Effective July 1, 2023 – Total package increase of \$1.72

181 ZONE 4

182 RATE A

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

185 Effective July 1, 2021 – Total package increase of \$0.01
186 Effective July 1, 2022 – Benefit increases only as warranted by Trustees
187 Effective July 1, 2023 – Benefit increases only as warranted by Trustees

188 RATE B

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

191 Effective July 1, 2021 – Total package increase of \$0.01
192 Effective July 1, 2022 – Benefit increases only as warranted by Trustees
193 Effective July 1, 2023 – Benefit increases only as warranted by Trustees

194 ZONE 5

195 RATE A

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

198 Effective July 1, 2021 – Total package increase of \$1.00
199 Effective July 1, 2022 – Total package increase of \$1.25
200 Effective July 1, 2023 – Total package increase of \$1.30

201 RATE B

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

204 Effective July 1, 2021 – Total package increase of \$0.75
205 Effective July 1, 2022 – Total package increase of \$0.75
206 Effective July 1, 2023 – Total package increase of \$0.75

207

208 The four (4) zones of jurisdiction shall be:

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

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

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

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

219 Zone 5 The Iowa counties of Louisa north of the Iowa River, Muscatine and
220 Scott and the following counties in Illinois, Henderson, Henry, Mercer and Rock Island

221 The allocation among the wages and any other contributions for all zones of this
222 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.

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

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

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

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

ARTICLE V, SECTION 5 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 to be paid by check or electronic fund transfer.

ARTICLE VI HOURS OF LABOR**ARTICLE VI, SECTION 1 WORK DAY, WORK WEEK**

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

Zone 5 Only. Eight (8) to ten (10) consecutive hours constitutes a day's work, Monday through Friday beginning between 6:00 a.m. and 8:00 a.m.

ARTICLE VI, SECTION 2 BREAK

A break of ten (10) minutes will be allowed during the period of 9:00 a.m. to 11:00 a.m. during a regular workday. When working ten (10) hour days, there shall also be a ten (10) minute break in the afternoon.

It is understood that the Employee shall take his break in close proximity to his working area.

ARTICLE VI, SECTION 3 HOLIDAYS

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

ARTICLE VI, SECTION 4 OVERTIME

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

ARTICLE VI, SECTION 5 TOOL PICK-UP

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

ARTICLE VI, SECTION 6 TRAVELING DURING WORK DAY

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

ARTICLE VI, SECTION 7 JOBSITE INJURY

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

ARTICLE VI, SECTION 8 CARE FOR INJURED

Safe and adequate transportation from a jobsite following an injury other than for a minor injury, shall be furnished by the Employer. The Job Steward shall be notified of all such injuries. If the Steward determines that someone must accompany the injured Employee to the hospital, medical center, physician's office, or Employee's home, the Employer shall select such person, who shall be compensated at his regular rate for such services. In the event an Employee is injured in the course of his employment, he shall not be dismissed from such employment because of his injury, nor shall he be dismissed during the period of medical care required by said injury, unless there is no work available with his Employer of which he is capable to perform, or unless his dismissal is due to conditions beyond the control of the Employer.

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

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

(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 Members of the Union outside the Bargaining Unit of the Employer.

(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 made in the sole discretion of the Business Representative.

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

ARTICLE VII, SECTION 2 DUTIES OF STEWARD

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.

ARTICLE VII, SECTION 3 STEWARD ON OVERTIME WORK

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 VIII FOREMEN

ARTICLE VIII, SECTION 1 FOREMAN WAGES

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

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

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

Zone 5 only. One (1) journeyman shall be designated a foreman when there is four (4) or more carpenters on any job site. A foreman shall receive five percent (5%) above the journeyman wage rate.

ARTICLE VIII, SECTION 2 SELECTING A FOREMAN

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

ARTICLE IX 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 X FRINGE BENEFIT CONTRIBUTIONS**ARTICLE X, SECTION 1 PAYMENTS**

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

ARTICLE X, SECTION 2 HEALTH AND WELFARE FUND**1) For Zone 1. Construction Industry Fund**

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

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

The Employer shall make contributions on behalf of each of its employees who hold management or supervisory positions including owners and direct relatives of owners (father, mother, son, daughter, brother and sister) who are also engaged in any work falling within the jurisdiction covered by this Agreement in an amount

determined by the trustees of the health and welfare fund but in no event shall the rate be less than one hundred seventy three (173) hours for each month to the Construction Industry Welfare Fund of Rockford. Each Employer shall be allowed one (1) individual exemption from this one hundred seventy three (173) provision. The 173 hour exempted Carpenter must be an individual who performs bargaining unit work and has an ownership interest in the Employer. All hours worked by the exempted Carpenter must be paid per this collective bargaining agreement. The Employer shall be required to disclose the identity of the 173 hour exempted Carpenter to the Union and the Fund on Employer stationery.

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

2) For Zones 2 and 4. Heartland Healthcare Fund

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

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

The Employer shall make contributions on behalf of each of its employees who hold management or supervisory positions including owners and direct relatives of owners (father, mother, son, daughter, brother and sister) who are also engaged in any work falling within the jurisdiction covered by this Agreement in an amount determined by the trustees of the applicable health and welfare fund but in no event shall the rate be less than one hundred and sixty (160) hours for each month to the Heartland Healthcare Fund. Each Employer shall be allowed one (1) individual exemption from this one hundred sixty (160) provision. The 160 hour exempted Carpenter must be an individual who performs bargaining unit work and has an ownership interest in the Employer. All hours worked by the exempted Carpenter must be paid per this collective bargaining agreement. The Employer shall be required to disclose the identity of the 160 hour exempted Carpenter to the Union and the Fund on Employer stationery.

3) For Zone 3. Heartland Healthcare Fund and the Chicago Regional Council of Carpenters Welfare Fund

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

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

were heretofore made when such individuals were employed as journeymen carpenters. Such contribution rate shall be determined by the trustees of the health and welfare fund but in no event shall the rate be less than one hundred and sixty (160) hours for each month to the Heartland Healthcare Fund or the Chicago Regional Council of Carpenters Health and Welfare Fund.

The Employer shall make contributions on behalf of each of its employees who hold management or supervisory positions including owners and direct relatives of owners (father, mother, son, daughter, brother and sister) who are also engaged in any work falling within the jurisdiction covered by this Agreement in an amount determined by the trustees of the applicable health and welfare fund but in no event shall the rate be less than one hundred and sixty (160) hours for each month to the Heartland Healthcare Fund or the Chicago Regional Council of Carpenters Health and Welfare Fund. Each Employer shall be allowed one (1) individual exemption from this one hundred sixty (160) provision. The 160 hour exempted Carpenter must be an individual who performs bargaining unit work and has an ownership interest in the Employer. All hours worked by the exempted Carpenter must be paid per this collective bargaining agreement. The Employer shall be required to disclose the identity of the 160 hour exempted Carpenter to the Union and the Fund on Employer stationery.

4) For Zone 5. Five Rivers Carpenters District Council Health and Welfare Fund

The Employer and the Union have established a Trust Fund, known as the Five Rivers Carpenters District Council Health and Welfare Fund. The Employer is required to contribute based on the number of hours worked by all Employees covered under this agreement. The hourly contribution rates shall be determined by the Executive Committee of the Union.

It is intended by the parties that such contributions shall be tax exempt under the appropriate Internal Revenue Service Regulations and shall be administered in accordance with the provisions of the National Labor Management Act, as amended. When an employee works on an overtime scale, the money turned into the Health and Welfare Fund will be at the straight time rate stipulated in the agreement.

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

ARTICLE X, SECTION 3 CHANGE IN HEALTH AND WELFARE PLAN

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

ARTICLE X, SECTION 4 PENSION AND RETIREMENT SAVINGS

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

The Employer agrees that Retirement contributions required by this Agreement are to be made to the Construction Industry Retirement Fund of Rockford and the Carpenters Pension Fund of Illinois at the hourly rates as determined by the Executive Committee of the Union, and that such contributions are to be made on behalf of all bargaining unit employees for all hours worked by such bargaining unit employees for the Employer for all projects worked within the territory of Zone 1 as described in ARTICLE I, SECTION 4. The contribution for the Carpenters Pension Fund of Illinois

will be remitted to the Construction Industry Funds of Rockford and the Construction Industry Funds of Rockford will then remit the contribution onto the Carpenters Pension Fund of Illinois.

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

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

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

2) For Zones 2 and 4. Carpenters Pension Fund of Illinois and Chicago Regional Council of Carpenters Supplemental Retirement Fund

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

The Employer may make contributions for hours worked by superintendents and other management personnel for whom contributions to the pension funds were heretofore made when such individuals were employed as journeymen carpenters. Such contribution rate shall be determined by the trustees of the applicable pension funds but in no event shall the rate be less than one hundred and sixty (160) hours for each month to the Carpenters Pension Fund of Illinois and the Chicago Regional Council of Carpenters Supplemental Retirement Fund.

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

3) For Zone 3. Carpenters Pension Fund of Illinois or the Will County Carpenters Local 174 Pension Fund and Chicago Regional Council of Carpenters Supplemental Retirement Fund

579 The Employer agrees that Pension contributions required by this Agreement are
580 to be made to the Carpenters Pension Fund of Illinois, or the Will County Carpenters
581 Local 174 Pension Fund and Retirement Savings to the Chicago Regional Council of
582 Carpenters Supplemental Retirement Fund at the hourly rates as determined by the
583 Executive Committee of the Union, and that such contributions are to be made on
584 behalf of all bargaining unit employees for all hours worked by such bargaining unit
585 employees for the Employer on all projects worked within the territory of Zone 3 as
586 described in ARTICLE I, SECTION 4 .

587 The Employer may make contributions for hours worked by superintendents and
588 other management personnel for whom contributions to the pension funds were
589 heretofore made when such individuals were employed as journeymen carpenters. Such
590 contribution rate shall be determined by the trustees of the applicable pension funds
591 but in no event shall the rate be less than one hundred and sixty (160) hours for each
592 month to the Carpenters Pension Fund of Illinois, or the Will County Carpenters Local
593 174 Pension Fund and the Chicago Regional Council of Carpenters Supplemental
594 Retirement Fund.

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

603 4) For Zone 5. Carpenters Pension Fund of Illinois

604 The Employer agrees that Pension contributions required by this Agreement are
605 to be made to the Carpenters Pension Fund of Illinois at the hourly rate as determined
606 by the Executive Committee of the Union, and that such contributions are to be made
607 on behalf of all bargaining unit employees for all hours worked by such bargaining unit
608 employees for the Employer on all projects worked within the territory of Zone 5 as
609 described in ARTICLE I, SECTION 4 .

610 The Employer may make contributions for hours worked by superintendents and
611 other management personnel for whom contributions to the pension fund were
612 heretofore made when such individuals were employed as journeymen carpenters. Such
613 contribution rate shall be determined by the trustees of the applicable pension funds
614 but in no event shall the rate be less than one hundred and sixty (160) hours for each
615 month to the Carpenters Pension Fund of Illinois.

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

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

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

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 XIII herein.

ARTICLE X, SECTION 6 UBC NATIONAL FUNDS – ALL ZONES

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 determined by the Executive Committee of the Union 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 Chicago Regional Council of Carpenters reserves the right to directly collect or designate a depository for the UBC National Funds contribution at a later date.

The Employer hereby also agrees to be bound by the trust indenture agreement as now stated or as later restated or amended.

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

In addition to the per hour wage rates, the Employer shall contribute an amount specified on the 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 X, SECTION 8 LABOR MANAGEMENT COMMITTEE - ZONE 3 ONLY

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 contribution rate is specified on the Wage and Fringe Benefits allocation sheet and shall be paid for each hour worked by each employee working in Zone 3. The primary purpose of the joint committee is to improve

communications, increase productivity, promote safety and to foster quality training. The parties agree any increases to the Illinois Valley Labor-Management Committee will be split between the Employer and the Union.

ARTICLE X, SECTION 9 FAILURE TO REPORT OR CONTRIBUTE

Such Pension, Welfare, Industrial Advancement, 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 records for the purpose of determining if properly executed reports are being made to said Funds. The Representative authorized to make aforesaid examination of 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, and Industrial Advancement Funds 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 X, SECTION 10 TRUST AGREEMENTS & COMPLIANCE WITH LAW

The Funds established hereunder, except as otherwise specified, shall be jointly administered by an equal number of Trustees representing each party to this Agreement, which administration and the various documents establishing the various Funds shall be in accordance with the laws pertaining to the subject matter relative to each individual Fund. All payments required to be made shall be made and transmitted in accordance with the rules and regulations established by the Trustees of the particular Fund and all forms required to be completed shall be so completed. Concerning the enforcement of collections and payments of the required amounts into the Funds, the parties shall be bound by the determinations of the Trustees of each particular Fund. The failure of an individual Employer to comply with the provisions of

this Agreement and any Declaration of Trust establishing any of the Funds for which contributions or payments are made under this Article shall constitute a breach of this Agreement and individual Employers who fail to remit regularly in accordance with the requirements of Declaration of Trust establishing any of the Funds shall be subject to having this Agreement terminated by the Union, by giving seventy-two (72) hours notice in writing to such Employer. The remedy provided for herein shall not be exclusive of any other remedy by way of suit in law or in equity, or otherwise for the collection of the amount due either by the Union or by the Trustees or Administrators of any of the individual Funds.

ARTICLE XI BONDING

ARTICLE XI, SECTION 1

Each Employer signatory to this Agreement agrees at the time of execution of this Agreement the Employer shall have procured a cash bond or Surety Bond in the Principal sum as indicated below. Such Bond shall be written by an insurance carrier authorized, licensed, or permitted to do business in the State of Illinois. The surety bond and/or cash bond shall be payable to the Union as Trustee for the benefit of Employees employed by the Employer and for those acting on the Employees' behalf to insure prompt payment of wages and contributions to the Health and Welfare, Pension and Apprentice 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. 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 |

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

ARTICLE XI, SECTION 2

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

ARTICLE XI, SECTION 3

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

ARTICLE XII APPRENTICES

ARTICLE XII, SECTION 1 APPRENTICE WAGE RATES

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

Zones 1 to 4

| | | |
|-------------|--------------------------|-------------------------|
| FIRST YEAR | | 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 |

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

Zones 1 to 4 – The first (1st) year apprentice will receive a pension contribution in the amount of thirty five cents (\$0.35) and Retirement savings contribution of one dollar (\$1.00) per hour and the second (2nd), third (3rd) and fourth (4th) year apprentices shall receive the following percentages of the journeyman pension/retirement savings for each applicable zone. The Retirement savings contribution shall not be less than 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 st 6 months | 60% of Journeyman Pension rate | 60% of Retirement Savings rate |
| Second Year, 1 st 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 |

Zone 5

| | | |
|-------------|--|-------------------------|
| FIRST YEAR | | 60% of Journeyman Scale |
| SECOND YEAR | | 70% of Journeyman Scale |
| THIRD YEAR | | 80% of Journeyman Scale |
| FOURTH YEAR | | 90% of Journeyman Scale |

In addition to wages, the Employer shall make all fringe benefit contributions and wage deductions as required by ARTICLE X of this agreement.

ARTICLE XII, SECTION 2 JOINT APPRENTICESHIP & TRAINING COMMITTEE

The Employer and the Union have established the Chicago Regional Council of Carpenters Apprenticeship and Training Center. Advisory Committees consisting of an equal number of Representatives from the Employer and the Union. The Advisory Committees will endeavor to keep Apprentices working among the various Employers in the area.

ARTICLE XII, 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 journeyman is one (1) apprentice for each one (1) journeyman but in no case shall there be less than one (1) journeyman to two (2) apprentices employed by an Employer on any jobsite.

780 ARTICLE XII, SECTION 4 HIRING OF APPRENTICES

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

784 ARTICLE XII, SECTION 5 DISCHARGE OF AN APPRENTICE

785 Any Apprentice who fails to comply with the Apprenticeship Standards, the rules
786 and regulations of the Apprenticeship and Training Fund or who fails to attend school
787 as required, shall be discharged by the Employer immediately upon receipt of
788 notification to such effect from the Chicago Regional Council of Carpenters
789 Apprenticeship and Training program. An individual so discharged, if he believes that
790 the facts upon which his discharge was based are untrue, may challenge such facts by
791 filing a written statement with the Union and the Employer within three (3) working
792 days from the date of discharge and five (5) working days thereafter a hearing shall be
793 held before an equal number of Employer and Union Representatives for the purpose of
794 passing upon the claim of such individual. In the event of a disagreement between the
795 Union and the Employer, the matter shall be deemed in dispute and submitted to
796 arbitration in accordance with the arbitration provision of this Agreement.

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

798 ARTICLE XII, SECTION 6 CHANGE IN TRAINING PROGRAM

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

803 ARTICLE XIII CARPENTER ASSISTANT

804 An employer may choose to employ a Carpenter Assistant, when available. An
805 Assistant must be placed by the union. Each Assistant shall sign a working permit
806 with the union before starting work. Working permits shall be filled out in triplicate
807 with a copy given to the Employer, the Employee and the Union. Length of employment
808 shall be a maximum of three (3) consecutive or cumulative months or entry into the
809 apprentice school, whichever comes first. The Assistant shall pass a physical and drug
810 test, and be OSHA 10 trained before being hired. The Employer will fill out a two (2)
811 month evaluation form for each Assistant. The ratio of Carpenters Assistant(s) to
812 Apprentice/Journeyman is one (1) Assistant to five (5) Apprentice/Journeyman,
813 company wide. The Employer recognizes the Union as the primary source for
814 Assistants and the assistants will be provided by the Union within seven (7) calendar
815 days of the Employer request. The Employer may recommend to the Union an
816 Assistant from any source available. Upon completion of the three (3) month period, the
817 Carpenter Assistant shall be registered and indentured into a certified apprentice
818 program which is affiliated with the Chicago Regional Council of Carpenters.

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

821 Zones 1 to 4. A Carpenter Assistant shall be paid forty percent (40%) of the
822 Journeyman Residential Rate with no benefits. The appropriate work assessment will
823 be paid.

Zone 5. A Carpenter Assistant shall be paid sixty percent (60%) of the Journeyman Residential Rate with no benefits. The appropriate work assessment will be paid.

ARTICLE XIV JOURNEYMAN APPLICANT – ZONE 5 ONLY

An Employer may choose to employ a Journeyman Applicant, when available. An Applicant must be placed by the Union. Each Applicant shall sign a working permit with the Union before starting work. Working permits shall be filled out in triplicate with a copy given to the Employer, the Employee, and the Union. Length of employment shall be a maximum of thirty (30) days, at which point the Employer and the Union will evaluate the level of skills and craft knowledge the Applicant has attained. If an Applicant is not designated, journeyman status by the Employer and the Union and designates the Applicant to an Apprentice level classification; the Applicant may appeal the designation by completing the apprenticeship exam. The results of the exam shall be binding on the Applicant. The ratio of Journeyman Applicants to Apprentice/Journeyman is one (1) Applicant to four (4) Apprentice/Journeyman, companywide.

The Journeyman Applicant shall be prohibited from working on any Federal Davis Bacon or State prevailing wage projects.

The Journeyman Applicant shall be paid the Journeyman Residential rate with no benefits. The appropriate work assessment will be paid.

ARTICLE XV SETTLEMENT OF DISPUTES

ARTICLE XV, SECTION 1 FILING A GRIEVANCE

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

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

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

ARTICLE XV, SECTION 2 SELECT AN ARBITRATOR

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

James Cox

Neil Gunderman

Ann Kenis

Robert McAllister

Donald Peterson

ARTICLE XV, SECTION 3 ARBITRATION COST

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

ARTICLE XVI TOOLS

ARTICLE XVI, SECTION 1 EMPLOYEE TOOLS

Each Employee is required to furnish, for his individual use only, all of those tools customarily required of a Carpenter to perform his duties. However, no Employee shall be required to furnish any four (4) foot or over level, any miterboxes, special cutting knives, power planes, power emery wheels, electric cords, electric driven tools, battery powered tools, appliances, special tools or vehicles. Such must be furnished by the contractor. No Employee shall be allowed to transport sawhorses, ladders, lumber or company tools with his own vehicle while traveling from one job to another.

ARTICLE XVI, SECTION 2 STORAGE OF TOOLS

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

ARTICLE XVII SUBSTANCE ABUSE AND RECOVERY PROGRAM

ARTICLE XVII, SECTION 1 RECOGNITION

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

ARTICLE XVII, SECTION 2 DEFINITIONS

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

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

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

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

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

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

909 ARTICLE XVII, SECTION 3 CONFIDENTIALITY

910 (a) All parties to this policy and program have only the interests of employees
911 in mind, therefore, encourage any employee with a substance abuse problem to come
912 forward and voluntarily accept our assistance in dealing with the illness. An employee
913 assistance program will provide guidance and direction for an employee during the
914 employee's recovery period. If an employee volunteers for help, the company will make
915 every reasonable effort to return the employee to work upon the employee's recovery.
916 The company will also take action to assure that the illness is handled in a confidential
917 manner.

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

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

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

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

927 ARTICLE XVII, SECTION 4 RULES - DISCIPLINARY ACTIONS - GRIEVANCE
928 PROCEDURES

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

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

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

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

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

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

946 Employees found selling or distributing drugs will be terminated.

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

949 3. Prescription Drugs – Employees using a prescribed medication which may
950 impair the performance of job duties, either mental or motor functions, must
951 immediately inform their supervisor of such prescription drug use. For the safety of all
952 employees, the company will consult with an employee's physician to determine if a re-
953 assignment of duties is necessary. The company will attempt to accommodate an
954 employee's needs by making an appropriate re-assignment. However, if a re-

assignment is not possible, an employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

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

ARTICLE XVII, SECTION 5 DRUG/ALCOHOL TESTING

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

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

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

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

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

Employee may also be tested on a voluntary basis.

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

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

The company will bear the costs of all testing procedures.

ARTICLE XVII, SECTION 6 REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

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

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

(c) Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of

one year. A positive test will than result in disciplinary action as previously outlined in this policy and program.

ARTICLE XVII, SECTION 7 PRE-EMPLOYMENT TESTING

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

ARTICLE XVIII 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 XIX 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.

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

This Agreement shall become effective July 1, 2021 through June 30, 2024 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 XX, 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 XXI 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.

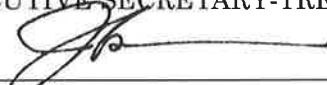
DATED THIS FIRST DAY OF JULY, 2021.

CHICAGO REGIONAL COUNCIL OF CARPENTERS


Authorized Signature

GARY PERINAR

EXECUTIVE SECRETARY-TREASURER


Authorized Signature

JEFFREY ISAACSON

PRESIDENT

(please print or type firm name below)

ILLINOIS VALLEY CONTRACTORS

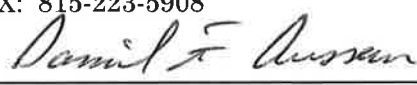
ASSOCIATION INC

1120 FIRST ST

LA SALLE, IL 61301

PHONE: 815-223-0561

FAX: 815-223-5908


Authorized Signature

DANIEL F. AUSSEM

(please print name above)

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.

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 Employer and Chicago Regional Council of Carpenters and becomes effective July 1, 2021, and remains in effect until the expiration of the Agreement.

DATED THIS FIRST DAY OF JULY, 2021.

CHICAGO REGIONAL COUNCIL OF
CARPENTERS



Authorized Signature
GARY PERINAR

EXECUTIVE SECRETARY-TREASURER



JEFFREY ISAACSON
PRESIDENT

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



Authorized Signature

DANIEL F. AUSSEM

(please print name above)