

**RESIDENTIAL
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

**MID-AMERICA CARPENTERS REGIONAL
COUNCIL
UNITED BROTHERHOOD OF
CARPENTERS & JOINERS**

AND

ILLINOIS VALLEY CONTRACTORS ASSOCIATION INC

EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2027

**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**

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 6
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..... 7
 ARTICLE III, SECTION 1 INDUSTRY QUALIFICATION 7
 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
 DISCHARGE..... 10
 ARTICLE V, SECTION 3 PAY ON TERMINATION OF EMPLOYMENT BY
 OFF..... 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 SHIFT WORK..... 11
 ARTICLE VI, SECTION 6 TOOL PICK-UP 12
 ARTICLE VI, SECTION 7 TRAVELING DURING WORK DAY 12
 ARTICLE VI, SECTION 8 JOBSITE INJURY..... 12
 ARTICLE VI, SECTION 9 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 19

..... 19

ARTICLE X, SECTION 6 UBC NATIONAL FUNDS 19

ARTICLE X, SECTION 7 INDUSTRY ADVANCEMENT FUND – ZONE 3 ONLY . 19

ARTICLE X, SECTION 8 LABOR MANAGEMENT COMMITTEE - ZONE 3 ONLY 20

..... 20

ARTICLE X, SECTION 9 FAILURE TO REPORT OR CONTRIBUTE..... 20

ARTICLE X, SECTION 10 TRUST AGREEMENTS & COMPLIANCE WITH LAW 20

ARTICLE XI BONDING..... 21

ARTICLE XI, SECTION 1 21

ARTICLE XI, SECTION 2..... 21

ARTICLE XI, SECTION 3..... 21

ARTICLE XII APPRENTICES..... 21

ARTICLE XII, SECTION 1 APPRENTICE WAGE RATES 21

ARTICLE XII, SECTION 2 JOINT APPRENTICESHIP & TRAINING COMMITTEE 22

..... 22

ARTICLE XII, SECTION 3 RATIO OF APPRENTICES TO JOURNEYMEN..... 23

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

ARTICLE XIII CARPENTER ASSISTANT 23

ARTICLE XIV SETTLEMENT OF DISPUTES..... 24

ARTICLE XIV, SECTION 1 GRIEVANCE PROCEDURE 24

ARTICLE XIV, SECTION 2 GRIEVANCE PROCEDURE SPEEDUP. 24

ARTICLE XV TOOLS..... 25

ARTICLE XV, SECTION 1 EMPLOYEE TOOLS 25

ARTICLE XV, SECTION 2 STORAGE OF TOOLS 25

ARTICLE XVI SUBSTANCE ABUSE AND RECOVERY PROGRAM 25

ARTICLE XVI, SECTION 1 RECOGNITION 25

ARTICLE XVI, SECTION 2 DEFINITIONS 25

ARTICLE XVI, SECTION 3 CONFIDENTIALITY..... 26

ARTICLE XVI, SECTION 4 RULES - DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES 26

ARTICLE XVI, SECTION 5 DRUG/ALCOHOL TESTING 27

ARTICLE XVI, SECTION 6 REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM 27

ARTICLE XVI, SECTION 7 PRE-EMPLOYMENT TESTING..... 28

ARTICLE XVII NO STRIKES, WORK STOPPAGES AND LOCKOUTS 28

ARTICLE XVIII FAVORED NATIONS..... 28

ARTICLE XIX DURATION, TERMINATION AND AMENDMENT..... 29

ARTICLE XIX, SECTION 1 DURATION AND TERMINATION 29

ARTICLE XIX, SECTION 2 MUTUAL AMENDMENT AT ANY TIME..... 29

ARTICLE XX CONFLICT WITH LAW 29

JOINT AGREEMENT

THIS AGREEMENT is effective July 1, 2024, 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 MID-AMERICA CARPENTERS REGIONAL COUNCIL 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, 2024 through June 30, 2027.

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 for 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.

46 ARTICLE I, SECTION 3 OCCUPATIONAL SCOPE

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

89 ARTICLE I, SECTION 4 GEOGRAPHICAL TERRITORY

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

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

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

97 Zone 3 Bureau, LaSalle, Marshall, Putnam and Stark

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

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

103 **ARTICLE II UNION SECURITY**

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

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

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

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

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

115 Any Employee who refuses or fails to become a member of the Union or refuses or
116 fails to maintain their membership therein in accordance with the provisions of Sections
117 1 and 2 of this Article, shall forfeit their right of employment, and the Employer shall,
118 within three (3) working days of being notified by the Union in writing as to the failure
119 of an Employee to join the Union or to maintain their membership therein, discharge
120 such Employee. For this purpose the requirements of membership and maintaining
121 membership shall be in accordance with State and Federal Laws. The Employer shall
122 not be in default unless it fails to act within the required period after receipt of written
123 notice.

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

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

129 **ARTICLE III SUB-CONTRACTING**

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

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

133 ARTICLE III, SECTION 2 SUBCONTRACTING

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

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

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

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

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

163 ARTICLE IV WAGES

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

166 ZONE 1

167 Effective July 1, 2024 – Total package increase of \$2.36

168 Effective July 1, 2025 – Total package increase of \$2.45

169 Effective July 1, 2026 – Total package increase of \$2.55

170 ZONE 2

171 Effective July 1, 2024– Total package increase of \$2.39

172 Effective July 1, 2025– Total package increase of \$2.49

173 Effective July 1, 2026 – Total package increase of \$2.59

174 ZONE 3

175 Effective July 1, 2024 – Total package increase of \$2.36

176 Effective July 1, 2025 – Total package increase of \$2.46

177 Effective July 1, 2026 – Total package increase of \$2.56

178

179

180 ZONE 4
181 RATE A

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

184 Effective July 1, 2024 – Total package increase of \$2.13

185 Effective July 1, 2025 – Total package increase of \$2.21

186 Effective July 1, 2026 – Total package increase of \$2.30

187
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, 2024 – Total package increase of \$1.50

192 Effective July 1, 2025 – Total package increase of \$1.56

193 Effective July 1, 2026 – Total package increase of \$1.62

194
195 ZONE 5
196 RATE A

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

199 Effective July 1, 2024 – Total package increase of \$2.05

200 Effective July 1, 2025 – Total package increase of \$2.13

201 Effective July 1, 2026 – Total package increase of \$2.22

202
203 RATE B

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

206 Effective July 1, 2024 – Total package increase of \$1.45

207 Effective July 1, 2025 – Total package increase of \$1.50

208 Effective July 1, 2026 – Total package increase of \$1.56

209
210 The four (4) zones of jurisdiction shall be:

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

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

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

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

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

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

227 **ARTICLE V PAYMENT OF WAGES**

228 **ARTICLE V, SECTION 1 PAYDAY**

229 All wages shall be paid weekly with no more than three (3) days' pay held back by
230 the Employer. In addition, the payment of wages shall be made on the job during working
231 hours or by electronic fund transfer, not later than 4:00 p.m. on the regularly established
232 pay day each week. If the employees are kept waiting after quitting time, they shall
233 remain on the job and also be paid at the rate of time and one-half (1 -1/2) until such time
234 as the total payment of wages due is made. Wages may be paid by mail. If wages are
235 paid by mail, the pay check must be received on or before the regularly established pay
236 day.

237 If the Employer fails to have sufficient funds for wages due, or for pay checks
238 issues, they shall pay in addition thereto a sum equal to the costs incurred in collecting
239 same, including reasonable attorney's fees. If the Employer issues a check for the
240 payment of wages or fringe benefits which is returned due to a lack of sufficient funds,
241 the Employer shall be required to make all payments of wages and fringe benefits by
242 certified check and, in addition, the Employer will be required to reimburse each
243 Employee for any charges assessed.

244 **ARTICLE V, SECTION 2 CHECK STUBS**

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

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

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

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

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

267 ARTICLE V, SECTION 5 VOLUNTARY TERMINATION OF EMPLOYMENT

268 When an Employee quits their job on their own accord, they may be required to
269 wait, at the option of the Employer, until the next regular pay day for the wages due them
270 to be paid by check or electronic fund transfer.

271 ARTICLE VI HOURS OF LABOR**272 ARTICLE VI, SECTION 1 WORK DAY, WORK WEEK**

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

281

282 ARTICLE VI, SECTION 2 BREAK

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

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

288 ARTICLE VI, SECTION 3 HOLIDAYS

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

296 ARTICLE VI, SECTION 4 OVERTIME

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

305 ARTICLE VI, SECTION 5 SHIFT WORK

306 Shift work may be established with the consent of the Union. The starting time
307 for the first or day shift shall be Monday through Friday between 6:00 a.m. and 8:00 a.m.,
308 and shall consist of eight (8) hours work for eight (8) hours pay at the base wage rate and

309 fringe benefits. Any shift starting after 8:01 a.m. shall consist of seven and one-half (7
310 ½) hours work for which the employee shall receive eight (8) hours pay and fringe
311 benefits. Any shift starting after 6:01 p.m. shall consist of seven (7) hours work for which
312 the employee shall receive eight (8) hours pay and fringe benefits. Shift work starting
313 after 6:01 p.m. on a Sunday and continuing onto Monday morning shall be paid at double
314 time rate of pay for the duration of said shift. In addition, any employee not working on
315 the day shift shall receive for hours worked a premium pay of ten percent (10%) of the
316 base wage rate. All work performed on Saturday, Sunday or Holidays, regardless of start
317 time shall receive the appropriate overtime rate.

318 **ARTICLE VI, SECTION 6 TOOL PICK-UP**

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

321 **ARTICLE VI, SECTION 7 TRAVELING DURING WORK DAY**

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

325 **ARTICLE VI, SECTION 8 JOBSITE INJURY**

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

336 **ARTICLE VI, SECTION 9 CARE FOR INJURED**

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

347 **ARTICLE VII JOB STEWARD**

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

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

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

353 (2) The Employer requires that the Steward be a Carpenter who can efficiently
354 perform their duties as a Carpenter and who will not disrupt the job unnecessarily in
355 discharging their duties as a Steward.

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

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

358 (b) The Steward shall be selected by the Representative of the Union;

359 (c) In selecting a Steward, preference shall be given Union Members
360 presently employed in the Bargaining Unit of the Employer on the specific site,
361 provided, however, that if, in the judgment of the Representative, no presently
362 employed Union Member is competent to act as Steward, the Steward shall be
363 selected from Members of the Union outside the Bargaining Unit of the Employer.

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

365 (e) So long as they are competent to perform the work to be done on the
366 job, the Steward shall be the last Carpenter laid off, except for the Foreman; The
367 competency of the steward shall be made in the sole discretion of the Representative.

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

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

371 The duties of the Job Steward shall be to report to the Representative of the Union:

372 (1) Members' due delinquencies;

373 (2) Violations of Collective Bargaining Agreement;

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

376 (4) Disputes and grievances of members.

377 They shall not have the authority to:

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

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

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

382 Whenever one (1) or more Carpenters are required to work overtime, one (1) of
383 their numbers shall be the regularly designated Steward, or someone designated by them.
384

385 **ARTICLE VIII FOREMEN**

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

387 Where there are four (4) or more carpenters on any job site, one (1) journeyman
388 shall be designated a foreman, and shall receive the wages of a foreman. The wages of a
389 foreman shall be not less than the eleven percent (11%) above the hourly journeyman
390 wage rate.

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

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

396

397 ARTICLE VIII, SECTION 2 SELECTING A FOREMAN

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

400 ARTICLE IX DUES CHECK-OFF

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

415 ARTICLE X FRINGE BENEFIT CONTRIBUTIONS**416 ARTICLE X, SECTION 1 PAYMENTS**

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

422 ARTICLE X, SECTION 2 HEALTH AND WELFARE FUND**423 1) For Zone 1. Construction Industry Fund**

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

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

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

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

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

450 2) For Zones 2, 4 and 5. Heartland Healthcare Fund

451 The Employer agrees that Health and Welfare contributions required by this
452 Agreement are to be made to the Heartland Healthcare Fund at the hourly rates as
453 determined by the Executive Committee of the Union, and that such contributions are to
454 be made on behalf of all bargaining unit employees for all hours worked by such
455 bargaining unit employees for the Employer on all projects worked within the territory
456 of Zones 2, 4 and 5 as described in ARTICLE I, SECTION 4 .

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

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

475 3) For Zone 3. Heartland Healthcare Fund and the Mid-America Carpenters
476 Regional Council Health Plan

477 The Employer agrees that Health and Welfare contributions required by this
478 Agreement are to be made to the Heartland Healthcare Fund or the Mid-America
479 Carpenters Regional Council Health Plan at the hourly rates as determined by the
480 Executive Committee of the Union, and that such contributions are to be made on behalf
481 of all bargaining unit employees for all hours worked by such bargaining unit employees
482 for the Employer on all projects worked within the territory of Zone 3 as described in
483 ARTICLE I, SECTION 4 .

484 The Employer may make contributions for hours worked by superintendents and
485 other management personnel for whom contributions to the pension and welfare funds
486 were heretofore made when such individuals were employed as journeymen carpenters.
487 Such contribution rate shall be determined by the trustees of the health and welfare fund

488 but in no event shall the rate be less than one hundred and sixty (160) hours for each
489 month to the Heartland Healthcare Fund or the Mid-America Carpenters Regional
490 Council Health Plan.

491 The Employer shall make contributions on behalf of each of its employees who hold
492 management or supervisory positions including owners and direct relatives of owners
493 (father, mother, son, daughter, brother and sister) who are also engaged in any work
494 falling within the jurisdiction covered by this Agreement in an amount determined by the
495 trustees of the applicable health and welfare fund but in no event shall the rate be less
496 than one hundred and sixty (160) hours for each month to the Heartland Healthcare Fund
497 or the Mid-America Carpenters Regional Council Health Plan. Each Employer shall be
498 allowed one (1) individual exemption from this one hundred sixty (160) provision. The
499 160 hour exempted Carpenter must be an individual who performs bargaining unit work
500 and has an ownership interest in the Employer. All hours worked by the exempted
501 Carpenter must be paid per this collective bargaining agreement. The Employer shall be
502 required to disclose the identity of the 160 hour exempted Carpenter to the Union and
503 the Fund on Employer stationery.
504

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

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

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

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

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

518 **1) For Zone 1. Construction Industry Retirement Fund of Rockford and** 519 **Carpenters Pension Fund of Illinois**

520 The Employer agrees that Retirement contributions required by this Agreement
521 are to be made to the Construction Industry Retirement Fund of Rockford and the
522 Carpenters Pension Fund of Illinois at the hourly rates as determined by the Executive
523 Committee of the Union, and that such contributions are to be made on behalf of all
524 bargaining unit employees for all hours worked by such bargaining unit employees for
525 the Employer for all projects worked within the territory of Zone 1 as described in
526 ARTICLE I, SECTION 4 . The contribution for the Carpenters Pension Fund of Illinois
527 will be remitted to the Construction Industry Funds of Rockford and the Construction
528 Industry Funds of Rockford will then remit the contribution onto the Carpenters Pension
529 Fund of Illinois.

530 The Employer may make contributions for hours worked by superintendents and
531 other management personnel for whom contributions to the pension and retirement
532 savings funds were heretofore made when such individuals were employed as journeymen
533 carpenters. Such contribution rate shall be determined by the trustees of the applicable

534 pension funds but in no event shall the rate be less than one hundred seventy three (173)
535 hours for each month to the Construction Industry Retirement Fund of Rockford.

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

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

546 2) For Zones 2 and 4. Carpenters Pension Fund of Illinois and Mid-America
547 Carpenters Regional Council Supplemental Retirement Fund

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

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

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

570 3) For Zone 3. Carpenters Pension Fund of Illinois or the Will County Carpenters
571 Local 174 Pension Fund and Mid-America Carpenters Regional Council Supplemental
572 Retirement Fund

573 The Employer agrees that Pension contributions required by this Agreement are
574 to be made to the Carpenters Pension Fund of Illinois, or the Will County Carpenters
575 Local 174 Pension Fund and Retirement Savings to the Mid-America Carpenters
576 Regional Council Supplemental Retirement Fund at the hourly rates as determined by
577 the Executive Committee of the Union, and that such contributions are to be made on
578 behalf of all bargaining unit employees for all hours worked by such bargaining unit
579 employees for the Employer on all projects worked within the territory of Zone 3 as
580 described in ARTICLE I, SECTION 4 .

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

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

597 4) For Zone 5. Carpenters Pension Fund of Illinois and Construction Industry
598 Retirement Fund of Rockford

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

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

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

619 The Construction Industry Retirement Fund of Rockford, Illinois is administered
620 by a Board of Trustees, in accordance with the terms of the appropriate Trust Agreement.

621 The Employer hereby agrees to be bound by the trust indenture agreement as now
622 stated or as later restated or amended applicable to the trust fund described above at the
623 hourly rates as determined by the Executive Committee of the Union, and that such
624 contributions are to be made on behalf of all bargaining unit employees for all hours
625 worked by such bargaining unit employees for the Employer on all projects worked within
626 the territory of Zone 5 as described in ARTICLE I, SECTION 4 . The contribution for the
627 Construction Industry Fund of Rockford will be remitted to the Construction Industry
628 Fund of Rockford. Any member of Carpenters Local Union 4 currently working under

629 the terms of this agreement and is 55 years of age or older prior to January 1, 2025 shall
630 have the option to opt out of the Construction Industry Retirement Fund of Rockford,
631 Illinois. The eligible member shall be required to complete an opt out form and the form
632 will be on file with the Construction Industry Fund of Rockford prior to July 12, 2024. If
633 a member opts out, their required contribution shall be added to and remitted to the
634 Carpenters Pension Fund of Illinois.

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

637 **ARTICLE X, SECTION 5 APPRENTICE AND JOURNEYMAN EDUCATION**
638 **FUND**

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

644 **ARTICLE X, SECTION 6 UBC NATIONAL FUNDS**

645 The Employer(s) and the Union recognize the need for quality training of
646 apprentices and journeymen to meet the industry's craft labor needs and to provide safety
647 and health training and education to enable Union workers to remain healthy and
648 productive. In addition to any contributions otherwise called for herein, the parties
649 agree that the Employer shall make a contribution determined by the Executive
650 Committee of the Union as designated for in the applicable zone in the wage and fringe
651 benefit allocation sheet for each hour worked for each employee covered by this
652 agreement to the Carpenters International Training Fund ("Training Fund"). Payment
653 shall be made to the Carpenters International Training Fund or to such collection agent
654 as it is designated by the Training Fund on or before the 20th day of the month following
655 the month of the work performed. The Employer hereby agrees to be bound by the
656 Agreements and Declarations of Trust for the Training Fund as they exist and as they
657 may be amended or restated, and to such rules, regulations and other governing
658 documents adopted pursuant to such Trust. The Mid-America Carpenters Regional
659 Council reserves the right to directly collect or designate a depository for the UBC
660 National Funds contribution at a later date.

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

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

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

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

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

683 ARTICLE X, SECTION 9 FAILURE TO REPORT OR CONTRIBUTE

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

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

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

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

704 To protect the participating members in the Funds from loss of eligibility for
705 benefits caused by failure of an Employer to make proper contributions, their Employees
706 may be removed from the job for the above stated reason, the Employer shall compensate
707 them for all time lost as a result of same.

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

714 ARTICLE X, SECTION 10 TRUST AGREEMENTS & COMPLIANCE WITH LAW

715 The Funds established hereunder, except as otherwise specified, shall be jointly
716 administered by an equal number of Trustees representing each party to this Agreement,
717 which administration and the various documents establishing the various Funds shall be
718 in accordance with the laws pertaining to the subject matter relative to each individual

719 Fund. All payments required to be made shall be made and transmitted in accordance
 720 with the rules and regulations established by the Trustees of the particular Fund and all
 721 forms required to be completed shall be so completed. Concerning the enforcement of
 722 collections and payments of the required amounts into the Funds, the parties shall be
 723 bound by the determinations of the Trustees of each particular Fund. The failure of an
 724 individual Employer to comply with the provisions of this Agreement and any Declaration
 725 of Trust establishing any of the Funds for which contributions or payments are made
 726 under this Article shall constitute a breach of this Agreement and individual Employers
 727 who fail to remit regularly in accordance with the requirements of Declaration of Trust
 728 establishing any of the Funds shall be subject to having this Agreement terminated by
 729 the Union, by giving seventy-two (72) hours notice in writing to such Employer. The
 730 remedy provided for herein shall not be exclusive of any other remedy by way of suit in
 731 law or in equity, or otherwise for the collection of the amount due either by the Union or
 732 by the Trustees or Administrators of any of the individual Funds.

733 **ARTICLE XI BONDING**

734 **ARTICLE XI, SECTION 1**

735 Each Employer signatory to this Agreement agrees at the time of execution of this
 736 Agreement the Employer shall have procured a cash bond or Surety Bond in the Principal
 737 sum as indicated below. Such Bond shall be written by an insurance carrier authorized,
 738 licensed, or permitted to do business in the State of Illinois. The surety bond and/or cash
 739 bond shall be payable to the Union as Trustee for the benefit of Employees employed by
 740 the Employer and for those acting on the Employees' behalf to insure prompt payment of
 741 wages and contributions to the Health and Welfare, Pension and Apprentice Training
 742 Funds. Such surety bond and/or cash bond shall be executed only on a uniform bond form
 743 furnished by the Union and must be filed with the Union. The principal amount of the
 744 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

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

747 **ARTICLE XI, SECTION 2**

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

751 **ARTICLE XI, SECTION 3**

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

754 **ARTICLE XII APPRENTICES**

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

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

758
759

Zones 1 to 4

FIRST YEAR	1 st 6 Months	50% of Journeyman Scale or minimum wage whichever is higher
FIRST YEAR	2 nd 6 Months	60% of Journeyman Scale or minimum wage whichever is higher
SECOND YEAR		70% of Journeyman Scale
THIRD YEAR		80% of Journeyman Scale
FOURTH YEAR		90% of Journeyman Scale

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

763 Zones 1 to 4 – The first (1st) year apprentice will receive a pension contribution in
764 the amount of one dollar (\$1.00) and Retirement savings contribution of one dollar (\$1.00)
765 per hour and the second (2nd), third (3rd) and fourth (4th) year apprentices shall receive
766 the following percentages of the journeyman pension/retirement savings for each
767 applicable zone. The Retirement savings contribution shall not be less than one dollar
768 (\$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	\$1.00 pension contribution	\$1.00 Retirement Savings contribution
Second Year	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

769
770
771

Zone 5

FIRST YEAR		60% of Journeyman Scale or minimum wage whichever is higher
SECOND YEAR		70% of Journeyman Scale
THIRD YEAR		80% of Journeyman Scale
FOURTH YEAR		90% of Journeyman Scale

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

774 **ARTICLE XII, SECTION 2 JOINT APPRENTICESHIP & TRAINING**
775 **COMMITTEE**

776 The Employer and the Union have established the Mid-America Carpenters
777 Regional Council Apprenticeship and Training Center. Advisory Committees consisting
778 of an equal number of Representatives from the Employer and the Union. The Advisory
779 Committees will endeavor to keep Apprentices working among the various Employers in
780 the area.

781 ARTICLE XII, SECTION 3 RATIO OF APPRENTICES TO JOURNEYMEN

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

787 ARTICLE XII, SECTION 4 HIRING OF APPRENTICES

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

791 ARTICLE XII, SECTION 5 DISCHARGE OF AN APPRENTICE

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

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

805 ARTICLE XII, SECTION 6 CHANGE IN TRAINING PROGRAM

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

810 ARTICLE XIII CARPENTER ASSISTANT

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

824 be registered and indentured into a certified apprentice program which is affiliated with
825 the Mid-America Carpenters Regional Council.

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

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

831 Zone 5. A Carpenter Assistant shall be paid sixty percent (60%) of the Journeyman
832 Residential Rate with no benefits. The appropriate work assessment will be paid.
833

834 **ARTICLE XIV SETTLEMENT OF DISPUTES**

835

836 **ARTICLE XIV, SECTION 1 GRIEVANCE PROCEDURE**

837 Should differences arise between the Company and its employees, either
838 individually or collectively, or between the Company and the Union as to the meaning or
839 application of the provisions of this Agreement, an earnest effort shall be made to settle
840 any such differences at the earliest possible time by use of the following procedure:

841 **Step No. 1.**

842 The aggrieved employee shall present a written grievance to the
843 foreman, accompanied by the steward, within two (2) working days of the
844 occurrence causing the grievance.

845 **Step No. 2.**

846 If not settled in Step No. 1, within twenty-four (24) hours the
847 employee, steward and superintendent shall meet.

848 **Step No. 3.**

849 If not settled on Step No. 2, within four (4) working days the
850 employee, steward, union representative and company representative shall
851 meet. This time frame may be extended by mutual agreement.

852 **Step No. 4.**

853 If not settled in Step No. 3, the dispute may be referred to the
854 American Arbitration Association to submit a panel of seven (7) arbitrators
855 who are members of the National Academy of Arbitrators. The Company
856 and the Union are to strike off names until one (1) remains who will then be
857 declared the arbitrator. The Company, and the Union and the employee(s)
858 shall abide by the decisions of the arbitrator who shall not have the power
859 to add to, modify, amend or delete any terms or provisions of the agreement.
860 The cost of the arbitrator shall be born equally by the Company and the
861 Union.

862 **ARTICLE XIV, SECTION 2 GRIEVANCE PROCEDURE SPEEDUP.**

863 A grievance may be advanced to any step in the grievance procedure if the parties
864 so agree.

ARTICLE XV TOOLS

865

866 ARTICLE XV, SECTION 1 EMPLOYEE TOOLS

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

874 ARTICLE XV, SECTION 2 STORAGE OF TOOLS

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

**880 ARTICLE XVI SUBSTANCE ABUSE AND RECOVERY
881 PROGRAM**

882 ARTICLE XVI, SECTION 1 RECOGNITION

883 The parties recognize the problems created by drug and alcohol abuse and the need
884 to develop prevention and treatment programs. The Employer and the Union seek to
885 protect people and property, and to provide a safe working environment. The purpose of
886 the following program is to establish and maintain a drug free, alcohol free, safe, healthy
887 work environment for all its employees. If the Employer utilizes a different Substance
888 Abuse and Recovery Program, they shall provide to the Union documentation of the
889 program.

890 ARTICLE XVI, SECTION 2 DEFINITIONS

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

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

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

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

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

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

909 **ARTICLE XVI, 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. The
916 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 XVI, 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 employee
935 is under the influence of a prohibited substance, for reasons of safety, the employee may
936 be suspended until test results are available. If no test results are received after three
937 (3) working days, the employee, if available, shall be returned to work with back pay. If
938 the test results prove negative, the employee shall be reinstated with back pay. In all
939 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 drug
942 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 terminated.

945 Employees found selling or distributing drugs will be terminated.

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

948 3. Prescription Drugs – Employees using a prescribed medication which may
949 impair the performance of job duties, either mental or motor functions, must immediately
950 inform their supervisor of such prescription drug use. For the safety of all employees, the
951 company will consult with an employee's physician to determine if a re-assignment of

952 duties is necessary. The company will attempt to accommodate an employee's needs by
953 making an appropriate re-assignment. However, if a re-assignment is not possible, an
954 employee will be placed on temporary medical leave until released as fit for duty by the
955 prescribing physician.

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

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

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

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

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

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

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

975 Employee may also be tested on a voluntary basis.

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

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

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

984 **ARTICLE XVI, SECTION 6 REHABILITATION AND EMPLOYEE** 985 **ASSISTANCE PROGRAM**

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

992 (b) If treatment necessitates time away from work, the company shall
993 provide for the employee an unpaid leave of absence for purposes of participation in an
994 agreed upon treatment program. An employee who successfully completes a
995 rehabilitation program shall be reinstated to their former employment status, if work for
996 which they are qualified exists.

997 (c) Employees returning to work after successfully completing the
998 rehabilitation program will be subject to drug tests without prior notice for a period of
999 one year. A positive test will than result in disciplinary action as previously outlined in
1000 this policy and program.

1001 **ARTICLE XVI, SECTION 7 PRE-EMPLOYMENT TESTING**

1002 Any Union member required by the Employer to participate in requirements for
1003 employment (e.g. company orientation, Fitness-for-Duty, Customer Access
1004 Authorization, Drug Testing) shall be paid for that time required to complete such
1005 requirements.

1006 **ARTICLE XVII NO STRIKES, WORK STOPPAGES AND**
1007 **LOCKOUTS**

1008 Except for disputes arising under ARTICLE V , ARTICLE VII , ARTICLE X , and
1009 ARTICLE XI of this Agreement, there shall be no strikes or work stoppages by the Union
1010 during the term of this Agreement. There shall be no lockouts by the Employer during
1011 the term of this Agreement.

1012 **ARTICLE XVIII FAVORED NATIONS**

1013 If during the term of this agreement, the Union enters into an agreement covering
1014 the residential jurisdiction of this Agreement, the Employer or Employer Association, at
1015 its option, may immediately become bound by this successor agreement in its totality.
1016 The Employer or Employer Association may not select certain items of a differing
1017 agreement and take those elements into the existing agreement. The change must be
1018 from one complete agreement to another complete agreement.
1019

1020 **ARTICLE XIX DURATION, TERMINATION AND AMENDMENT**

1021 **ARTICLE XIX, SECTION 1 DURATION AND TERMINATION**

1022 This Agreement shall become effective July 1, 2024 through June 30, 2027 and
1023 shall automatically renew itself from year to year thereafter unless either party gives
1024 notice in writing to the other party at least sixty (60) days prior to the contract expiration
1025 date that it desires to terminate the agreement. Notice to modify the contract Agreement
1026 with respect to any provision given by either party shall not terminate the Agreement
1027 and shall not render the automatic renewal clause inoperative.

1028 **ARTICLE XIX, SECTION 2 MUTUAL AMENDMENT AT ANY TIME**

1029 If any items arise during the contract period, this agreement may be opened only
1030 to resolve such items if mutually agreed upon by the Union and the Employer.

1031 This Agreement shall be subject to amendment at any time by mutual consent of
1032 the parties hereto. Such amendment shall be reduced to writing, state the effective date
1033 thereof and be approved and executed in the same manner as this Agreement.

1034 **ARTICLE XX CONFLICT WITH LAW**


1035 It is the intention of the parties hereby to comply with the State and Federal labor
1036 laws and the provisions of the National Labor Relations Act, as amended, and in the event
1037 any Article or Section is declared to be unlawful, then it shall become inoperative and
1038 void and the parties shall immediately meet to negotiate a legal mutually acceptable
1039 substitute. The other legal provisions of this Agreement shall not be affected thereby.

1040 IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

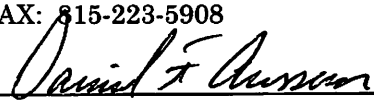
1041
1042 DATED THIS FIRST DAY OF JULY, 2024.
1043

MID-AMERICA CARPENTERS REGIONAL
COUNCIL

(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

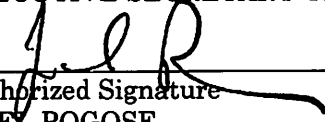


Authorized Signature
KEVIN MCLAUGHLIN
EXECUTIVE SECRETARY-TREASURER



Authorized Signature
DANIEL F. AVSSEM

(please print name above)



Authorized Signature
JOEL POGOSE
PRESIDENT

1044
1045

1046

ADDENDUM I - SPECIAL PROJECTS AGREEMENT

1047

A Representative with the approval of the Mid-America Carpenters 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 Representative with the approval of the Mid-America Carpenters Regional Council, the following procedure shall be strictly adhered to:

1048

1049

1050

1051

1052

1053

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 Representative who shall forward the request to the Representative of the Regional Council for final approval of all adjustments and modifications necessary to assure continuous work opportunities for employees.

1054

1055

1056

1057

1058

Step 2. Once a 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.

1059

1060

1061

1062

1063

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.

1064

1065

1066

1067

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.

1068

1069

1070

1071

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

1072

This Addendum is an attachment to the Agreement between the Employer and Mid-America Carpenters Regional Council and becomes effective July 1, 2024, and remains in effect until the expiration of the Agreement.

1073

1074

1075

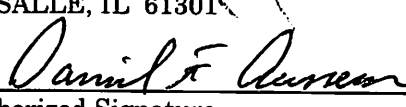
DATED THIS FIRST DAY OF JULY, 2024.

1076

MID-AMERICA CARPENTERS REGIONAL COUNCIL

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


Authorized Signature
KEVIN MCLAUGHLIN


Authorized Signature

EXECUTIVE SECRETARY-TREASURER

DANIEL F. AUSSEM
(please print name above)


JOEL FOOSE
PRESIDENT

1077