



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MID-AMERICA CARPENTERS REGIONAL COUNCIL

AND

ILLINOIS VALLEY CONTRACTORS ASSOCIATION
INC

Covering Commercial Work Performed In

DeKalb County in its entirety 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

EFFECTIVE JUNE 1, 2022 - MAY 31, 2027

Revised January 3, 2023, Removal of Article IX, Section 2
Traveling Contractor and Higher Rate of Pay,
Retroactive from June 1, 2022

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THIS AGREEMENT entered into this 1st day of June 2022 between the INDEPENDENT CONTRACTORS OF DEKALB, SYCAMORE, AND ROCHELLE, and their successors, covering work in their respective geographic areas as herein after setforth, and all other 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 OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, as the bargaining agent for the Local Unions affiliated with said Regional Council; Local Union 790 Rock Falls; hereinafter called "UNION", WITNESSED THAT:

Any Employer, when working within the jurisdiction of the Mid-America Carpenters Regional Council but outside the geographical scope of Local 790 shall sign and be bound to the terms of the effective Collective Bargaining Agreement in that area.

NOW THEREFORE, it is hereby AGREED that the following provisions apply for work performed within the geographical scope described in Section 1.2 hereof as follows:

ARTICLE I - RECOGNITION AND SCOPE

ARTICLE I, SECTION 1 BARGAINING UNIT AND RECOGNITION.

The Union is hereby recognized by the Employer as the sole and exclusive collective bargaining representative for all Employees engaged in performing work coming within the classification of Carpenter including general foremen, foremen, journeymen, and apprentices, with respect to wages, hours of work and all other terms and conditions of employment. The Employees in the bargaining unit, and only the employees, shall perform all of the work covered by this Agreement.

ARTICLE I, SECTION 2 GEOGRAPHICAL SCOPE.

The geographical territory or area covered by this Agreement consists of DeKalb County in its entirety 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 (see map).

ARTICLE I, SECTION 3 EQUAL REPRESENTATION.

The Union realizing its duty under the National Labor Relations Act, as amended, and to the extent that it is the exclusive representative, recognizes that it must represent all Employees in the bargaining unit equally, without discrimination, irrespective of membership or non-membership in the Union.

ARTICLE I, SECTION 4 PERFORMANCE OF WORK BY EMPLOYEES IN BARGAINING UNIT.

The Employees in the bargaining unit shall perform all of the work covered by this Agreement.

ARTICLE I, SECTION 5 OCCUPATIONAL SCOPE.

This Agreement covers all work for all branches of the trade as set forth in the Constitution of the United Brotherhood of Carpenters and Joiners of America except that work as set forth and covered under the Millwright and Heavy and Highway Agreements and includes, but is not limited to the milling, fashioning, joining,

assembling, erection, fastening, dismantling or deconstruction of all material of wood, plaster, metal, fiber, cork and composition, and all other substitute materials; the manufacturing of all materials where the skill, knowledge and training of the Employees are required, either through the operation of machine or hand tools; Carpenters and Joiners, Pile Drivers, Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen, Core Drillers; Shipwrights, Boar Builders, Ship Carpenters, Joiners, Caulkers, Cabinetmakers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers, and Finishers, Asbestos Removal and related work, Shinglers, Siding Installers of materials made of wood, plastic, metal, fiber, cork, composition, cement panels, brick and stone; Insulators, Spray Foam Applicators, Acoustic and Dry Wall Applicators; Garage and Rolling Shutter Door Installers; Refrigeration Panel and Insulated Metal Panel Installers, Bathroom Accessory and Toilette Partition Installers, installation of gym equipment bleachers and lockers made of wood, plastic, metal, fiber and composition; Shorers and House Movers, Loggers, Lumber and Sawmill Workers, Casket and Coffin Makers; Jobsite and Modular trailer setting, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Box Makers, Railroad Carpenters, Scaffold Builders, and Car Builders; and all those engaged in the operation of wood working or the machinery required in the fashioning, milling, or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions; burning, welding, rigging and the use of any instrument or tool for layout work, builder's levels, transits and construction lasers, incidental to the trade. The handling of material, staging products and materials to be installed, site preparation and cleanup. When the term "Carpenters and Joiners" is used, it shall mean all the subdivisions of the trade.

Employees in the bargaining unit will perform all work assigned by the Employer.

This contract shall apply to all the subdivisions of the trade in its entirety and without limitation. The parties understand that it is an impossible task to spell out in complete detail the work for the bargaining unit. Accordingly, even though specific work may not be specifically spelled out above, it will, nevertheless be considered as and treated as part of the bargaining unit work if it is traditionally work of the Carpenters.

The jurisdiction of work assigned to journeyman Lathers and Apprentices is as follows: erecting, constructing, installing and completing of all light iron construction, furring; making and erecting of brackets, clips and hangers; wood, wire and metal lath; plasterboard or other material which takes the place of same to which plaster or acoustical material is adhered; corner beads, all floor construction; arches erected for the purpose of holding plaster, cement, concrete or any other plaster or acoustical material.

All carrying bars, perlins and furring, regardless of size; light iron and metal furring of all descriptions such as rods, channels, flat iron, naillock, screwlock, pomey, T-Bar, H-Bar, Z-Bar, metal splines and other ceiling bars or systems for the receipt of metal lath, rock lath, gypsum board, acoustical tile or any other materials and all light iron and metal studs such as Stran Steel, Penn Metal, Soule Trucson, or other trade names of metal studs, and all other types of light iron or metal studs, no matter what the manufacturer, when such studs are to receive a dry wall finish, such as gypsum board, wall board, head walls, wooden paneling, etc., or when such studs are to receive

metal lath, rock lath or other material for the application of plaster or other sprayed on wet material; and all other light iron furring erected to receive lath and plaster or acoustical materials.

The nailing, tying and fastening of all wire and metallic lath such as wire cloth, wire mesh, expanded metal lath, hyrib lath, and all rib and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings of any of the above types of light iron and metal furring which receive lath and plaster or acoustical materials; the placing of all types of floor lath, such as hyrib lath, paperback steeltex floor lath, Penn metal rib, and all other appurtenances connected therewith.

The tying, nailing, clipping, or fastening of all types of lath, regardless of size, such as wood lath, plasterboard, button board, flaxlinum board, bishopric celotex, gypsum lath, rock lath, sheetrock or any other types of material erected to receive or hold plaster or acoustical material.

The erection of any and all mechanical acoustical systems such as Cupples, Economy, Fiberglass, Jackson, Reynolds, Aluminum, Securitee, Interlock Grid, or any other type or kind which takes the place of same to which acoustical material is attached or adhered.

The erection of all metal plastering accessories such as metal corner beads, door and window casing beads, metal picture mold, metal chair rail, metal base and base screed, and any and all other metal plastering accessories which are covered and/or serve as a ground, guard, stop or screed for plaster material.

The unloading, handling, setting, leveling, and including the erection of racks, shelving, metal trim, and kick plates, of all walk-in coolers and refrigerated cases.

Installation of reinforced concrete construction and concrete forming including Sonotube type forms.

The installation and repair of all door jambs or door frames constructed of wood, metal, or any other material that any type of door will be attached to. The attachment of the door and all hardware required to do so, or, as well as all door hardware such as locks, panic bars, closures, or any other related hardware to make the door functional including accordion type room dividers. The above work shall also include the removal or replacement of such items.

Installation of all office furniture including signage or placards.

Installation of playground equipment and wooden fence erection.

All installations, erection, and connection of, but not limited to, building integrated photovoltaic arrays, solar shingles, ground mount systems (commercial, industrial, and residential), roof mount systems (commercial, industrial, and residential), and utility scale ground mount systems (shade structures, self-supporting structures, parking structures, awning structures) solar panels, arrays, modules, concentrating panels, flat panels, photovoltaic panels, including their supporting structures, shade structures, stand alone, etc., both on and off shore. Structural upgrades to buildings or roof systems, including but not limited to, installation or replacement of joists, purlins, beams, laminated beams, ledger bolts, ledgers, expansion joints, sheeting, and applying or replacing of roofing materials.

The Carpenters work involved with these systems include, but are not limited to excavation, layout, benchmarks, digging footings, setting footings, setting of all forms, placement of concrete, blackouts, templates for bolts, lift points, knee braces,

cross braces, stripping of forms, rigging, erection of structures (metal, steel, alloy, wood, plastic, or any substitute material or composite), setting, plumbing and aligning, welding, drilling, cleaning, and caulking.

In addition, but not limited to, setting and placing towers, columns, pedestals, cross members, setting ballast systems, placing and setting blocks, sleepers, setting framework and supports (plastic, metal, wood, or any substitute material or composite), setting of steel trackers supports and tracker racking, setting of single and dual axis tracking systems, dual axis trackers, dual tracking towers, drive systems and gears, generators, hydraulics and inverters, connection of panels to framework or each other, connection of plug and play components, installation of multi service raceways, installation of mounts, shoes, or pads.

Affixing of all materials with nails, bolts, screws, adhesive, or any new methods of connection, adhesion or joining.

In addition, but not limited to, use of all recognized tools and equipment of the trade on new construction, repair, modifications, or maintenance work, including but not limited to all moving of machinery, materials, or equipment, making of skids and crates, skidding and un-skidding, crating and uncrating; installation of lubrication and/or hydraulic lines or piping and also provide the site maintenance of such systems including but not limited to panel cleaning, replacement / repair, and servicing / lubrication as may be needed.

Included for jurisdictional purposes is the territory assigned as the scope of work for Lather members of the Union. This scope has been assigned to the Carpenters and Joiners International Union and is recorded for viewing with the Union.

The installation of all piling for structures of all types whether of wood, metal, or concrete. The installation of all sheet piling and bracing of same. The installation of all shoring, underpinning and lagging. The installation of all caissons. The removal of all materials pertaining to Pile Drivers work. The fabrication, erection, stripping, and dismantling of all concrete forms whether of wood, metal, or composition materials for structures of all sorts. This includes, but is not limited to footing forms, wall forms, foundation forms of all descriptions, forms for concrete floors, beams and columns including shoring thereof, screeds, bulkheads, the setting of all anchor bolts, and any rigging thereof. The fabrications, erecting and dismantling of all falsework. The rigging, setting, fastening, aligning, leveling and bracing of all precast concrete members. The placement of wooden or concrete sound barriers. The erection of all prefabricated components whether manufactured on the job site or in a manufacturing plant. The handling and unloading of materials related to all divisions and subdivisions of the trade.

ARTICLE I, SECTION 6 COMMERCIAL CONSTRUCTION DEFINED

Commercial construction is herein defined as all work in connection with construction, alteration, and/or repair on a structure which is not considered a personal dwelling. Any 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 under the terms of this Agreement. A mixed-use building shall be regarded as commercial construction.

**ARTICLE I, SECTION 7 WOOD AND RESILIENT FLOOR LAYERS AND
FINISHERS; CARPET LAYERS AUTONOMY**

The Floor Layers autonomy is as follows: Cutting and/or forming of all materials, whether on job sites or in shop, in preparation for installing on floors, walls, stairs, ceiling, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, areaway, all other like or similar applications such as simulated turf.

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

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

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

Installation of all resilient type and carpet type materials on floors, walls, stairs, ceiling, fixtures, furnishings or exterior applications, on structures, patios, pool perimeters, area ways, all other like or similar applications and as simulated turf on lawns, golf courses and/or like area. The take-up and relaying of all materials in aforementioned jurisdiction.

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

All machine and/or hand binding and serging whether performed on job sites or in shop.

Drilling of all holes for sockets and pins. Drilling of holes, insertion of dowels and placing of slats. Installation of all metal, rubber, vinyl, wood and/or plastic trim and accessory materials pertaining to all work covered by aforementioned jurisdiction regardless of method of securing and/or fastening.

Removal of all old material which is to be replaced by material or materials in aforementioned jurisdiction. Sanding and necessary preparation of all surfaces to be covered by material in aforementioned jurisdiction, whether performed by hand or machine.

The spreading of all adhesives and priming of all surfaces receiving materials listed in aforementioned jurisdiction. The handling, distribution, and unpacking of all materials listed in aforementioned jurisdiction.

The term "Drapery" shall include the handling, fitting, measuring, and installation of fixtures and other hardware for same.

The term "Shades and Venetian Blinds" shall include all manner of making, measuring, repairing, sizing, handling, and installation of necessary fixtures and hardware for same. Work coming under the jurisdiction of aluminum siding applicators shall consist of the application of the application of all aluminum and composition siding coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America

No employee shall be permitted to do any piece work or work on a yardage basis or squareage basis. No linoleum or carpet layer, draper, shades and venetian blind or

siding applicator shall be permitted to use his automobile unreasonable for the purpose of transporting EMPLOYERS tools or materials from the shop to the job or from one job to another.

All hand tools necessary for completing a floor or wall shall be furnished by employees such as: knives, under-scribers, rollers, tile cutters, kickers, stretchers, hand saws and all related items.

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

ARTICLE I, SECTION 8 ARTICLE I, SECTION 7 JURISDICTIONAL DISPUTE

In the event an Employer enters into a collective bargaining agreement with another labor organization that claims work assigned to the Carpenters under ARTICLE I, SECTION 5 and ARTICLE I, SECTION 6 ; the Employer certifies, warrants and guarantees the preference of the Employer is to use the members of the Carpenters Union to perform any disputed work.

ARTICLE I, SECTION 9 MANAGEMENT RIGHTS.

It is understood and agreed that the direction of working forces and the right to suspend, transfer, lay off, promote, demote, or relieve Employees of their duty shall be vested exclusively in the Employer, provided, however, that the Employer shall not use this right for the purpose of discriminating against any Employee because of his membership or legitimate activities in the Union.

The Union recognizes that the Employer has the right to plan, direct and control operations of construction projects.

There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.

ARTICLE I, SECTION 10 CONTRACTORS.

Each employing contractor agrees to employ one or more Employees under the terms and provisions of this Agreement, whenever such employing contractor has any carpenter work to be done. Any journeyman carpenter may contract work or become an employing contractor by notifying the Union of his intentions, agreeing to conform to all of the rules and regulations governing other employing contractors and signing a copy of this Agreement.

ARTICLE II - UNION SHOP

ARTICLE II, SECTION 1 UNION SHOP.

All present Employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members in good standing in the Union as a condition of their employment after the seventh (7th) day following the beginning of their employment or the effective date of this contract and working agreement, whichever is the later. The Employer and each employing contractor, covered by this Agreement, agree to give preference in hiring applicants to those skilled craftsmen who have previously worked at the trade for employing contractors in this area.

Upon written notice from the Union notifying the Employer of the failure of the Employee covered under this Agreement to complete or maintain his membership

because of nonpayment of dues, or uniform initiation fees, the Employer shall, within twenty-four (24) hours of such notice, discharge said Employee.

ARTICLE III - GRIEVANCES AND ARBITRATION

ARTICLE III, SECTION 1 GRIEVANCE PROCEDURE

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

□ **Step No. 1.**

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

□ **Step No. 2.**

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

□ **Step No. 3.**

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

□ **Step No. 4.**

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

ARTICLE III, SECTION 2 GRIEVANCE PROCEDURE SPEEDUP.

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

ARTICLE III, SECTION 3 PAY WHILE ON UNION BUSINESS.

Any member of the Union who loses time during scheduled working hours for the purpose of handling grievances under this contract shall be compensated for such time. The Company will not compensate for over eight hours pay unless the conference is called by the Company.

ARTICLE IV WAGE DEDUCTIONS

ARTICLE IV, SECTION 1 WORKING ASSESSMENT.

Upon receipt of any Employee's written authorization, which shall be irrevocable for successive yearly periods and may only be revoked by giving written notice by registered mail to the Employer and the Union not more than thirty (30) days prior to the end of such applicable yearly period or prior to the termination date of any

succeeding collective bargaining agreement, whichever occurs sooner, the Employer shall deduct from such Employee's wages an amount to be determined by the Mid-America Carpenters Regional Council of Carpenters together with a list of the names of Employees from whose pay deductions were made (annual adjustments only on anniversary date of agreement). Notification in first year is at option of Union. The Mid-America Carpenters Regional Council reserves the right to directly collect or direct a depository of the working assessment.

ARTICLE V SUBCONTRACTING.

The Employer agrees that they will not contract or subcontract any of the bargaining unit work performed at the site of construction, alteration, or repair of a building, structure, or other work to any person, company or concern that is not signatory to this collective bargaining agreement.

Any Employer, when notified by the Union, before the final pay-out is made, will assure himself and the Union that all wages and fringe benefits have been paid by the Contractor, Sub-Contractor or other person(s) or parties employing members of the Bargaining Unit doing Bargaining Unit work.

ARTICLE VI - HIRING AND NOTICE

ARTICLE VI, SECTION 1 RESPONSIBILITY FOR HIRING.

The Employer shall have the sole and exclusive responsibility for hiring and may hire from any source it desires without paying heed to membership in the Union or referral clearance therefrom.

ARTICLE VI, SECTION 2 NO OBLIGATION TO REFER.

The Union shall have no obligation to refer prospective employees to the Employer but may do so if it desires.

ARTICLE VI, SECTION 3 LEGAL AUTHORIZATION.

The Employer is exclusively engaged in the building and construction industry and the parties have elected to come under the provision of Section 8, Part 3 of the National Labor Relations Act, as amended, which permits the parties to make an agreement requiring the Employer to:

- A) Notify the Union of opportunity for employment; and
- B) Give the Union the opportunity to refer qualified applicants for Employment.

ARTICLE VI, SECTION 4 PROCEDURE.

- A) Before the Employer commences work on any job, the Employer must first give the Union reasonable advance notice of this fact. The notice can be given by mail or telephone and must include the location of the work.
- B) The Employer shall advise the Union of all available openings and job requirements within two (2) working days of the manning requirement.
- C) A pre-job conference will be held upon written request from the Union prior to commencement of the work. At the pre-job conference, the Employer shall advise the Union of its requirements as to the workmen

required in the respective classifications, the probable starting date and duration of the job.

D) When an Employer is engaged in work within the geographical territory of this Agreement, not less than sixty-six percent (66%) of the carpenters employed by the Employer shall be from the members of the bargaining unit who are residents within the geographic jurisdiction of this Agreement.

E) The Union shall be given an opportunity to refer qualified applicants for employment. All such applicants referred shall have an introduction slip from the Union.

F) Qualified applicants referred shall be given preference or priority by the Employer over non-referred men, however, the Employer shall have the sole and exclusive right of accepting or rejecting the men so referred.

G) Nothing herein shall prohibit the Employer from hiring or recruiting workmen from any source it desires.

H) Any carpenter 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 including all time required for travel.

ARTICLE VI, SECTION 5 DISCRIMINATION.

Neither the Union nor the Employer shall, jointly or separately, at any time during the life of this Agreement, directly or indirectly, discriminate in any way whatsoever against any Employee or applicant for employment by reason of race, color, creed, sex, age or national origin.

ARTICLE VI, SECTION 6 SEVERABILITY & INVALIDITY.

It is the intention of the parties hereby to comply with the provisions of the National Labor Relations Act, as amended, and in the event an Article 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.

ARTICLE VII - JOB STEWARD

ARTICLE VII, SECTION 1 SELECTING A 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 of Carpenters Local Union 790, presently employed in the Bargaining Unit of the EMPLOYER on the specific site, provided, however, that if, in the judgment of the Business Representative, no presently employed UNION Member is competent to act as Steward, the Steward shall be selected from outside the current 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.

ARTICLE VII, SECTION 2 DUTIES OF A 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 OVERTIME WORK PERFORMED BY THE STEWARD

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

ARTICLE VIII WORKING CONDITIONS

ARTICLE VIII, SECTION 1 WORK DAY, WORK WEEK AND OVERTIME.

Eight hours constitutes a day's work, Monday through Friday 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 work week shall be forty (40) hours. In the event of the utilization of the four 10-hour days, Friday may be used as a makeup day if a work day is lost due to inclement weather.

The first eight (8) hours of work on Saturday will be compensated at time and one half (1 1/2) and double time thereafter. Sunday and the following holidays (or days celebrated as such) New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving Day, and Christmas Day shall be compensated for at double time.

ARTICLE VIII, SECTION 2 OVERTIME.

Time and one-half shall be paid for all work performed outside the regular established working hours as specified in ARTICLE VIII, SECTION 1 . In the event it becomes necessary to work an Employee or Employees during the regular 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 work day 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 ARTICLE VIII .

ARTICLE VIII, SECTION 3 SHOW-UP PAY AND MINIMUM TIMES.

Employees who report for work at the direction of the Employer and who are not placed to work for any reason with the exception of inclement weather and provided the employee had not been notified the prior evening, shall receive two (2) hours show-up time at the regular rate of pay. Any Employee working over two (2) hours shall receive four (4) hours' pay; any Employee working over four (4) hours shall receive six (6) hours' pay and any Employee working over six (6) hours shall receive eight (8) hours' pay.

ARTICLE VIII, SECTION 4 BREAK PERIOD.

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

ARTICLE VIII, SECTION 5 SHIFT WORK.

When shift work is desired, the EMPLOYER agrees to notify the Business Representative of the Local Union in writing at least one (1) week prior to beginning such shift work. In any project involving shift work, the job must operate at least five (5) consecutive days. The Business Representative and the Job Steward shall be notified at the beginning and ending of such work.

The First Shift (Day Shift), shall start between 6:00 a.m. and 8:00 a.m. and shall consist of eight (8) hours work for eight (8) hours pay. Any Shift starting after 8:00 a.m. shall consist of seven and one half (7 1/2) hours work for which the employees shall receive eight (8) hours pay. This Shift shall receive a five percent (5%) wage premium on all amounts paid. Any Shift starting after 6:01 p.m. shall consist of seven (7) hours work for which the employees shall receive eight (8) hours pay. This Shift shall receive ten percent (10%) wage premium on all amounts paid.

Provisions governing shift work on a two (2) shift basis. All the rules are the same as those governing three (3) shifts. There will be a five percent (5%) wage premium paid to the second (2nd) shift.

Provisions governing stand-by on three (3) shift basis. This will also be covered by the same rules as the three (3) shift schedule, with the exception that the Contractor may utilize only equal number of employees on each shift. These employees may not be employed on regular scheduled work. They are employed on stand-by for emergency work only.

In the event permissible shift work does not fulfill the requirement as stated above, except for conditions beyond the EMPLOYERS control, time worked will revert to premium wages (double time) for the second and third shifts.

No employee in the bargaining unit will be allowed to work more than one (1) shift in any one day. There must be at least twelve (12) hours time off between each shift and at no time shall employees be allowed to work more than four (4) hours overtime. Where job conditions require overtime in excess of two (2) hours, the employees will be allowed a one half (1/2) hour paid lunch period during the third (3rd) hour of overtime to eat a lunch furnished by the EMPLOYER, when the EMPLOYER has not notified the employee of such overtime on the day before the overtime or earlier. The notice requirement can be met by either oral notice or a posting on a general bulletin board or by any other means.

All shift work done between the hours 6:00 a.m. Saturday and 8:00 a.m. Monday, and all Holidays, must be paid for at double (2) the regular scale wages. All overtime on shift work must be paid for at double (2) the regular scale of wages.

All shift work premiums shall be paid for the entire shift worked.

ARTICLE VIII, SECTION 6 OCCUPIED SPACE WORK.

On work such as alteration and repair to stores, offices and occupied buildings, the Union may vary the starting time and overtime provisions relating to occupied space when requested. A pre-job conference shall take place before the commencement of the project.

ARTICLE VIII, SECTION 7 CARPENTERS ON CONCRETE POURS.

There shall be at a sufficient number of journeyman carpenters present while concrete is being poured in forms, checking the forms, anchor bolts, etc.

ARTICLE VIII, SECTION 8 PILEDIVING CREW.

There shall be a safe crew of all pile driving work. It is mutually agreed that all work coming under the Classification of pile driving is exclusively the work of pile drivers. The EMPLOYER recognized that the UNION claims jurisdiction of the work performed on all pile driving operations, the driving of wood pile and the heading and pointing of same, including (1) the driving of all steel piling, including pipe sheeting, H-Beams, I-Beams and caissons; (2) the driving of concrete pile, precast or cast in place; (3) the driving of all composite pile; (4) the driving of cofferdams, installation and removal of all bracing and waters in coffer dams and the fabrication of material used in cofferdams; (5) the erection of trestles, falsework, and in docks; (6) the job site erecting and dismantling of derricks, A-Frames, cranes and gin poles, when used in conjunction with pile driving work; (7) all jetties, causeways, riprap, and a-stone, from land or water; (8) the cribbing, shoring and underpinning of buildings when pile driving is involved; (9) the job site loading and distribution of all piling and pile driving equipment; (10) the erection, dismantling and jacking of pile load test; (11) all burning, welding and splicing of piling, including welding of all end plates and bearing plates prior to driving and after installation of piling except for mill fabrication and

531 manufacturing; (12) marine drivers, tenders, and underwater construction work; (13)
532 the job site preparation of all barges and scows to be used in pile driving work; (14) the
533 operation of all deck or spud engines and the firing of all bilers on barges or scow; (15)
534 all signaling pertaining to all pile driving work; (16) all other work hereafter awarded to
535 pile drivers.

536 A crew of Piledrivers shall be as follows: enough men to safely perform the job
537 and a Foreman. On all floating rigs there shall be least six (6) men and a Foreman; for
538 pulling of pile, the crew shall consist of at least five (5) men and a Foreman. A crew
539 shall consist of not more than ten (10) men, and a crew and Foreman may handle only
540 one (1) rig. Any man working as top man setting leads, etc., shall receive ten (10)
541 percent above the regular scale paid. The crew on pipe line work will be four (4) men
542 and a Foreman plus divers and tenders. When two or more crews are being used on one
543 job in regards to pile driving work, the General Foreman shall be a member of
544 Brotherhood. When moving floating rigs with material or derricks they will be
545 mannered by two (2) journeymen and a Foreman from the harbor or the yard to the job
546 site. Show up time on all jobs will be according to ARTICLE VI, SECTION 4 .

547 The heading, chopping, or splicing of woodpiles shall have extra men added to the
548 regular crew. All preparations of piling including jetting, baling, pumping, syphoning,
549 and welding of boot plates shall be the work of a pile driver. When there is steady
550 burning and welding during driving or pulling of piling an additional journeyman will
551 be required in a crew. When a winchman or spoolman are being used there shall be
552 extra men in the crew.

553 Also to include: the digging of trench for pipeline work and back filing of same
554 and testing of pipeline; the placing of all riprap, fill stone, beggingstone, coverstone, and
555 concrete blocks; the manning of all floating equipment that is used in the removal of
556 materials or obstructions of my nature, riprap included that retard or interfere with the
557 driving of piles or with the placing of wales, bolts, rods, and pile line work.

558 **ARTICLE VIII, SECTION 9 SELECTION OF FOREMAN.**

559 All employing contractors working in this area and within the jurisdiction of the
560 Union will be allowed a job superintendent. The selection of craft foreman shall be
561 entirely the responsibility of the Employer. Foreman shall take orders from individuals
562 designated by the Employer. There shall be no restriction, other than may be required
563 by safety regulations, on the number of men assigned to any crew or to any other
564 service.

565 **ARTICLE VIII, SECTION 10 FOREMAN WAGE RATE.**

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

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

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

ARTICLE VIII, SECTION 11 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 a holiday falls on a Saturday, it shall be celebrated on the previous Friday unless previously designated as another day. Any work performed on Sunday or these holidays (or days celebrated as such) shall be compensated for at double time.

ARTICLE VIII, SECTION 12 LABOR DAY.

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

ARTICLE IX - WAGES

ARTICLE IX, SECTION 1 JOURNEYMAN WAGE RATE.

The minimum total package increase for all carpenters working within the Local Union 790 jurisdiction of this agreement shall be:

Effective June 1, 2022- Total package increase \$3.00 (\$.05 shall be allocated to the MACRC Apprenticeship and Training Center

Effective June 1, 2023-Total package increase \$3.05

Effective June 1, 2024- Total package increase \$3.15

Effective June 1, 2025 – Total package increase \$3.25

Effective June 1, 2026 – Total package increase \$3.35

The allocation among wages and other contributions shall be at the discretion of the Executive Committee of the Union. Notice in writing of the allocation shall be given to the Employer by the Union prior to the effective date.

ARTICLE IX, SECTION 2 TRAVELING CONTRACTOR AND HIGHER RATE OF PAY – LANGUAGE REMOVED JANUARY 3, 2023, RETROACTIVE FROM JUNE 1, 2022.

ARTICLE X - TRUST FUNDS

ARTICLE X, SECTION 1 WELFARE AND PENSION.

The Employer agrees that Pension and Welfare Fund contributions under this Agreement are to be made to the Heartland Healthcare Fund and the Carpenters Pension Fund of Illinois, and the Mid-America Carpenters Regional Council Supplemental Retirement Fund at the hourly rates specified on the wage and fringe benefit allocation sheets, and that such contributions are to be made on behalf of all persons covered by this Agreement for all hours worked by such persons for the Employers for all projects worked within the jurisdiction area of this agreement.

Upon mutual agreement the Union may participate in a different health & welfare fund that may be established during the life of this agreement.

The Employer agrees to be bound by the terms of the Trust Agreements establishing these Funds, as they now exist and as they may hereafter be amended, as if the terms of such agreements were fully set forth herein. The Employer understands and acknowledges that the Trustees of those Funds have the right to make reasonable rules relating to the administration of the Funds, including rules pertaining to the payment of fringe benefit contributions as specified in this Agreement, and pertaining

to their rights and remedies against employers who are delinquent in making payment of such contributions to the Funds. The Employer agrees to be bound by such rules as currently exist or may from time to time be established or amended. Copies of such rules can be obtained by the Employer by request from the Fund Administrator.

For all projects worked within the jurisdictional area of this agreement, the bargaining unit shall also include, for purposes of Pension, Retirement Savings, and Welfare Fund contributions only, such persons in the employ of the Employer referred to herein as "supervisors", as that term is defined in the Labor-Management Relations Act of 1947, as amended, provided that such supervisor:

- a. has heretofore been included as a member of the "bargaining unit" on any basis, under the terms of this collective bargaining agreement, any predecessor collective bargaining agreement, or any other collective bargaining agreement entered into by this Local Union or Regional Council, and
- b. was an employee on whose behalf within the five (5) year period prior to the effective date of this Agreement contributions were required to be made or were in fact made to the Carpenters Pension Funds of Illinois and the Heartland Healthcare Fund for at least 5,000 hours worked. It is expressly understood that the purpose of this provision is limited solely to permitting persons who have participated in the aforesaid Pension and Welfare Funds as members of the bargaining unit to continue to do so upon their promotion to management positions, and is no respects intended to include such persons within the scope of the bargaining unit for purposes of union membership, collective bargaining, or any other provisions of this Agreement other than provisions governing the payment of pension and welfare contributions.

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

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

The parties recognize that individuals employed by corporations which are employers under this Agreement may perform some work which is covered under this Agreement and other work which is not. Some of these employees receive compensation in such a manner that it is difficult or impossible to determine for purposes of fringe benefit contributions the precise number of hours for which contributions are payable on their behalf to the Funds, and this uncertainty has created a need for uniform and consistent rules which would be fair to all concerned. It is therefore agreed that when an employee who is employed by a corporation performs both work covered under the

terms of this Agreement and work which is not covered under the Agreement, and if such person is paid on any basis other than at the hourly wage rate specified in this Agreement for all hours worked by such employee; in any capacity whatsoever, and provided further that such employee is:

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

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

The Mid-America Carpenters Regional Council shall directly collect or designate a depository for all fringe benefit contributions referred to in this agreement.

ARTICLE X, SECTION 2 CHANGE IN HEALTHCARE AND PENSION PLANS.

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

ARTICLE X, SECTION 3 VACATION FUND.

If during the term of this Agreement the Union elects to participate in a Vacation Fund established by the Union, it may do so provided the Union gives written notice to the Contractor Associations and the individual contractors not less than thirty (30) days prior to implementation. The hourly vacation deduction as designated by the Mid-America Carpenters Regional Council shall be deducted from the Employee's net wages.

ARTICLE X, SECTION 4 UBC NATIONAL FUNDS.

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 Mid-America Carpenters Regional Council shall directly collect or designate a depository for payroll deductions referred to in this agreement.

Payments shall be made to the Mid-America Carpenters Regional Council Trust Fund or a designated depository along with the other fringe benefits, whereupon said agency shall remit the appropriate payments and copies of reporting forms to each of the National Funds on or before the twentieth (20th) day of the month following the month of the work performed.

The Employer hereby also agrees to be bound by the Agreements and Declarations of Trust for each fund as now stated or as later restated or amended applicable to each of the UBC trust funds described above, and to such rules, regulations and other governing documents adopted pursuant to such Trusts. Upon request, the Employer may receive the latest annual report prepared for the Health and Safety Fund, the Training Fund, and or the Labor Management Fund.

ARTICLE XI PENALTIES FOR FAILURE TO PAY WAGES AND/OR FRINGE BENEFITS

ARTICLE XI, SECTION 1 FAILURE TO PAY.

In the event that any Employer signatory to this Agreement has failed to pay wages, deductions and/or fringe benefit payments as set forth in this Agreement and/or the Employer has failed to have sufficient funds in the bank (or the account was closed) to meet all pay checks issued to the Employees; the Union shall have the right to immediately withhold and withdraw the services of its members from such Employer, until all wages, deductions and/or fringe benefits are paid by cashiers check or by certified check. Every such employee withheld shall be paid for all time withheld up to eight (8) hours per day until all wages, deductions and/or fringe benefit contributions are paid. When such failure to pay violation has occurred, the Employer shall be obligated to pay weekly, by cashier's check or by certified check, all wages, deductions and/or fringe benefit payments due for the duration of all work to be performed. The Employer shall pay all attorney fees and costs incurred in collecting such sums that are due.

ARTICLE XI, SECTION 2 TRUST AGREEMENTS AND COMPLIANCE WITH LAW.

All payments required to be made to the respective funds as set forth in this Article 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. As regards the enforcement of collections and the payment of the required amounts into the Funds, the parties shall be bound by the determinations of the trustees of each particular Fund. In addition, the administrator and the various documents establishing the various funds shall be in accordance with the requirements of the National Labor Relations Act, as amended, and any other Federal laws pertaining to the subject matter relative to each individual Fund.

ARTICLE XII BONDING.

Each Employer signatory to this Agreement agrees at the time of execution of this Agreement the Employer shall have procured a cash bond or Surety Bond in the Principal sum as indicated below. 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.

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.

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

Any contractor with a two year history of non-delinquency to the Trust Funds shall be exempt from the requirements of ARTICLE XII .

ARTICLE XIII - APPRENTICE TRAINING

ARTICLE XIII, SECTION 1 MID-AMERICA CARPENTERS REGIONAL COUNCIL APPRENTICESHIP AND TRAINING CENTER, ROCKFORD CAMPUS.

The Apprentice Rules and Regulations will be handled through the Mid-America Carpenters Regional Council Apprenticeship and Training Center, Rockford Campus or any successor training program affiliated with the Union and governed by their Standards. The Rockford Campus will have an Advisory Committee consisting of an equal number of representatives from management and labor selected in accordance with the Agreement and Declaration of Trust of the Mid-America Carpenters Regional Council Apprenticeship and Training Fund under which the Committee is governed and maintained. The Committee will encourage the usage of the training program for apprentices and journeymen and shall endeavor to keep apprentices working among the various Employers in the area.

ARTICLE XIII, SECTION 2 HIRING OF APPRENTICES.

Employers shall only hire Employees in the classification of apprentice who are registered and indentured with the Mid-America Carpenters Regional Council Apprenticeship and Training Center, Rockford Campus affiliated with the Union. Any apprentice who fails to comply with the Apprenticeship Standards, the rules and regulations of the Apprenticeship and Training Fund, or who fails to attend school, as required, shall be discharged by the Employer immediately upon receipt of notification to such effect. An individual so discharged, if he believes that the facts upon which his discharge was based are untrue, may challenge such facts by filing a written statement with the Union and the Employer within three (3) working days from the date of such discharge and within five (5) working days thereafter, a hearing shall be held before an equal number of Employer and Union representatives for the purpose of passing upon the claim of such individual. In the event of a disagreement between the Union and the Employer, the matter shall be deemed in dispute and submitted to arbitration in accordance with the arbitration provisions of this contract. The Union shall be notified of the discharge of any Apprentice.

ARTICLE XIII, SECTION 3 RATIO OF APPRENTICES TO JOURNEYMEN.

The Employer and the Union agreed to promote the apprenticeship program by having apprentices employed on all jobs where there are a sufficient number of journeymen employed. The recommended ratio of apprentices to journeymen is one (1)

802 apprentice for each four (4) journeymen but in no case shall there be more than one (1)
 803 apprentice for every two (2) journeymen employed by an Employer.

804 **ARTICLE XIII, SECTION 4 APPRENTICE WAGE RATES.**

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

806

FIRST YEAR, 1st 6 Months 40% of Journeyman Scale
 FIRST YEAR, 2nd 6 Months 50% of Journeyman Scale

SECOND YEAR, 1st 6 Months 60% of Journeyman Scale
 SECOND YEAR, 2nd 6 Months 70% of Journeyman Scale

THIRD YEAR 80% of Journeyman Scale

FOURTH YEAR 90% of Journeyman Scale

807 In addition, the Employer shall make all fringe benefit contributions and wage
 808 deductions as prescribed by this Agreement.

Effective June 1, 2022	First Year Apprentice	\$2.25 to Carpenters Pension Fund of Illinois (less \$0.12) and \$2.00 to Mid-America Carpenters Regional Council Supplemental Retirement Fund (increase \$1.32)
Effective June 1, 2022	Second Year Apprentice	\$3.00 to the Carpenters Pension Fund of IL (increase \$0.63) and \$2.25 to Mid-America Carpenters Regional Council Supplemental Retirement Fund (increase \$1.57)
Effective June 1, 2022	Third and Fourth Year Apprentice	\$3.50 to the Carpenters Pension Fund of IL (increase \$1.13) and \$2.75 to Mid-America Carpenters Regional Council Supplemental Retirement Fund (increase \$2.07)
Effective June 1, 2023	First Year Apprentice	\$2.25 to Carpenters Pension Fund of Illinois and \$2.00 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2023	Second Year Apprentice	\$3.00 to the Carpenters Pension Fund of IL and \$2.25 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2023	Third and Fourth Year Apprentice	\$4.00 to the Carpenters Pension Fund of IL and \$3.25 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2024	First Year Apprentice	\$2.25 to Carpenters Pension

		Fund of Illinois and \$2.00 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2024	Second Year Apprentice	\$3.00 to the Carpenters Pension Fund of IL and \$2.25 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2024	Third and Fourth Year Apprentice	\$4.50 to the Carpenters Pension Fund of IL and \$3.75 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2025	First Year Apprentice	\$2.25 to Carpenters Pension Fund of Illinois and \$2.00 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2025	Second Year Apprentice	\$3.00 to the Carpenters Pension Fund of IL and \$2.25 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2025	Third and Fourth Year Apprentice	\$5.00 to the Carpenters Pension Fund of IL and \$4.25 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2026	First Year Apprentice	\$2.25 to Carpenters Pension Fund of Illinois and \$2.00 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2026	Second Year Apprentice	\$3.00 to the Carpenters Pension Fund of IL and \$2.25 to Mid-America Carpenters Regional Council Supplemental Retirement Fund
Effective June 1, 2026	Third and Fourth Year Apprentice	\$5.50 to the Carpenters Pension Fund of IL and \$4.75 to Mid-America Carpenters Regional Council Supplemental Retirement Fund

ARTICLE XIII, SECTION 5 APPRENTICE CONTRIBUTION.

The contribution rate per hour shall be determined by the Executive Committee of the Union and submitted to the Mid-America Carpenters Regional Council Apprenticeship and Training Fund or such other fund affiliated with the Union as the Union may designate in its sole discretion. The Mid-America Carpenters Regional Council reserves the right to directly collect or designate a depository for payroll deductions referred to in this agreement.

ARTICLE XIV - PAYMENT OF WAGES AND TERMINATION

ARTICLE XIV, SECTION 1 PAYMENT OF WAGES.

All wages shall be paid weekly with no more than two (2) days pay held back by the Employer. In addition, the payment of wages shall be made on the job during working hours. If the Employees are kept waiting after quitting time, they shall remain on the job and also be paid at the rate of time and one-half (1 1/2) until such time as the total payment of wages due is made. Wages may be paid by mail or by electronic deposit as directed in writing by the Employer. If wages are to be paid by mail or by electronic deposit the paycheck must be received on or before the regularly established payday. If the Employer lays Employees off prior to pay day, he shall pay them all wages due at the time of the layoff and such payment shall be made on the job.

ARTICLE XIV, SECTION 2 CHECK STUBS.

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

ARTICLE XIV, SECTION 3 VOLUNTARY TERMINATION OF EMPLOYMENT.

When an Employee quits on their own account, they may be required to wait, at the option of the Employer, until the next regular pay day for the wages due.

ARTICLE XIV, SECTION 4 TERMINATION OF EMPLOYMENT.

When an Employee is discharged, he shall be paid immediately all wages due him to date. He shall receive his paycheck at that time. This paycheck shall be given him on the job. If he is not paid on the job at the time he is laid off, he shall be paid four (4) hours, including all contributions and deductions at the hourly rates specified on the wage and fringe benefit allocation sheets, additional pay all of which shall be included in his last paycheck. It is recommended that the Employer shall furnish the Employee and the Union with a copy of a termination notice stating the reason for the discharge of the Employee. 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 XV - PREMIUM PAY

ARTICLE XV, SECTION 1 CREOSOTE & PILEDIVING PREMIUM.

A premium of one dollar (\$1.00) per hour shall be paid to an Employee while working with creosoted material or any other proven irritant, treated piling and/or heavy lumber, when such use is harmful to either body or clothing. This shall specifically not include wood block flooring and wood sleepers. This shall include all pile driving.

ARTICLE XV, SECTION 2 HEIGHT PREMIUM.

On scaffolding or false work, whether attached or free standing, staging, movable decks, slip forms, buildings, towers, tanks or elevators and all height on new and old construction or wrecking, the hourly rate of pay shall be the regular rate of wages for the first twenty (20) feet and for each additional twenty (20) feet or any fraction thereof the rate shall increase fifteen cents (\$.15) per hour until the height of one hundred (100) feet has been reached.

After the height of one hundred (100) feet has been reached, the rate shall increase twenty-five cents (\$.25) for each twenty (20) feet or any fraction thereof and for every twenty (20) feet or any fraction thereof thereafter.

ARTICLE XV, SECTION 3 DEPTH PREMIUM.

When carpenters are required to work six (6) to twelve (12) feet below immediate existing ground level on caisson, shaft, trench excavations or bridge work, they shall receive fifteen cents (\$.15) per hour premium, and fifteen cents (\$.15) shall be added for each additional ten (10) feet or any fraction thereof below existing ground level, excluding foundations drain tile eight inches (8") and under.

ARTICLE XV, SECTION 4 WELDING PREMIUM.

A premium of one dollar (\$1.00) per hour shall be paid for Employees while welding.

ARTICLE XV, SECTION 5 HAZARDOUS PREMIUM

Journeyman shall receive pay differential of one dollar (\$1.00) per hour for all time worked with hazardous materials, asbestos and lead abatement, confined tank entry, hazardous waste.

ARTICLE XV, SECTION 6 MINIMUM PREMIUMS.

When an EMPLOYEE works on any job that comes under the rate listed in this section, he shall receive the premium rate for the entire shift worked.

ARTICLE XV, SECTION 7 TRAVEL PAY OUTSIDE AREA.

If an Employee is required to travel to a job site that is outside the territorial jurisdiction of the Mid-America Carpenters Regional Council, the Employee shall receive the current Internal Revenue Service (IRS) per mile for traveling expenses each way from the territorial boundary. In addition to the above travel expenses, the Employer will reimburse the Employee for all permit dues and assessments required for working in another carpenter local union's jurisdiction and, in addition, if he is required to stay overnight, he also shall be reimbursed expenses for food and lodging.

ARTICLE XV, SECTION 8 MOVING PAY.

The Employer agrees that all Employees covered by this Agreement are to receive full wages and benefits per ARTICLE IX while moving from one job to another during working hours and while traveling in, loading or unloading a company vehicle that leaves from or returns to a company warehouse or yard.

ARTICLE XVI TOOLS AND JOBSITE CONDITIONS

ARTICLE XVI, SECTION 1 TOOLS.

Each Employee is required to furnish, for his individual use only, all of those hand tools customarily required of a carpenter, to perform his duties. However, no Employee shall furnish any four (4) foot or over level, any mitreboxes, special cutting

knives, power planes, power emery wheels, electric cords, electric driven tools, appliances, special tools or vehicles. Such must be furnished by the Contractor. No Employee shall be allowed to transport sawhorses, ladders, brackets, lumber or company tools with his own vehicle while traveling from one job to another.

ARTICLE XVI, SECTION 2 TOOL STORAGE.

The Employee shall at all times be responsible for his own tools during working hours. The Employer shall provide, a reasonably safe and secure place on the job for storage of tools after working hour 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 tool box or storage shed due to theft, fire, or water damage.

ARTICLE XVI, SECTION 3 TOOL SHARPENING.

The Employer shall furnish and make available at the jobsite, all equipment generally and customarily used to sharpen the various tools used by the Employees hereunder. Sharpening of his own tools shall be the choice of the Employee, at all times, although the Employee may permit his tools to be sharpened other than on the jobsite by and at the expense of the Employer. Employees may sharpen tools during working hours, and the time thereby used shall be considered time worked. The company representative is to establish a day of each week for tools to be sharpened.

ARTICLE XVI, SECTION 4 SAFETY AND HEALTH.

The Employer and the Union agree that safety and health are a mutual obligation, and therefore, agree that they will conform to the Federal, State, and Local Safety and Health regulations. Hardhats must be worn at all times. Employers are to furnish safety equipment, when necessary, which shall include by way of illustration, and not limitation, hardhats, welding hoods, sleeves, vests, and gloves. Safety equipment shall be returned upon termination of employment. The EMPLOYER shall furnish any necessary protective medication such as petroleum jelly to prevent burns from said creosote or chemicals which may prove injurious to the skin.

ARTICLE XVI, SECTION 5 DRINKING WATER.

Proper drinking water, individual sanitary drinking cups, and suitable toilet facilities, and suitable lighted and heated places for employees to eat and change clothes shall be provided.

ARTICLE XVI, SECTION 6 WORKER'S COMPENSATION INSURANCE.

It is agreed that each employing contractor shall carry compensation insurance on all Employees covered by this Agreement as provided for in the Worker's Compensation Act of the State of Illinois, even though only one (1) Employee is employed. A copy of the insurance certificate shall be filed with the Union.

ARTICLE XVI, SECTION 7 UNEMPLOYMENT COMPENSATION.

Each employing contractor also agrees to elect to become an Employer subject to the terms and provisions of the Illinois Unemployment Compensation Act, even though only one (1) Employee is employed. In the event the Employer fails to comply with these requirements, the Employer shall become liable personally for the unemployment compensation payments to the Employee.

**ARTICLE XVI, SECTION 8 FAILURE TO COMPLY WITH WORKERS
COMPENSATION OR UNEMPLOYMENT COMPENSATION**

In the event an EMPLOYER fails to comply with his obligation to maintain Workmen's Compensation Insurance or Unemployment Compensation Coverage as set forth in this Section or furnish adequate proof of such compliance to an authorized Union Representative, the UNION may, at its option, remove their members from the job.

In the event the employees are removed from the job for any of the above stated reasons, the EMPLOYER shall compensate them for all time lost as a result of same.

ARTICLE XVI, SECTION 9 INJURED EMPLOYEES.

If an employee is seriously injured and cannot return to work, he shall be paid for the entire day.

ARTICLE XVI, SECTION 10 PICKUP TIME.

Employees shall be allowed ten (10) minutes pickup time at the end of each day's work to pick up and put away company tools and change clothes. The Employee shall remain on the job until quitting time. Where job conditions require time in excess of ten (10) minutes, the additional time required will be allowed upon prior arrangement between the Steward and the Employer or his representative.

ARTICLE XVI, SECTION 11 INCLEMENT WEATHER.

No Employee shall be required to work during extremely hot, or extremely cold weather. If work is conducted during inclement weather, the Employer shall furnish waterproof wearing apparel when necessary and the Employee shall return same at the end of each day's work or when the need for same is over.

ARTICLE XVI, SECTION 12 CALL IN.

Employees shall notify the Employer in case they are unable to report for work because of illness or other unavoidable occurrence.

ARTICLE XVII - ACCESS TO JOBSITE

ARTICLE XVII, SECTION 1 BUSINESS REPRESENTATIVE

The Business Representative shall have access to any project where Carpenters are performing work.

ARTICLE XVIII - SUBSTANCE ABUSE AND RECOVERY PROGRAM

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.

In circumstances where the project owner, developer or non-signatory general contractor mandate testing procedures that are different than the terms contained in this Article, the Union and the Employer may agree to modify the terms of this Article.

ARTICLE XVIII, SECTION 1 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.

ARTICLE XVIII, SECTION 2 CONFIDENTIALITY

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

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

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

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

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

ARTICLE XVIII, SECTION 3 RULES-DISCIPLINARY ACTIONS-GRIEVANCE PROCEDURES

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

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

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

2. **Discipline** – when the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to

work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

- a. Applicants testing positive for drug use will not be hired.
- b. Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- c. Employees who refuse to cooperate with testing procedures will be terminated.
- d. Employees found in possession of drugs or drug paraphernalia will be terminated.
- e. Employees found selling or distributing drugs will be terminated.
- f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to terminate.

3. Prescription Drugs – Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with an employee's physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate an 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 XVIII, SECTION 4 DRUG/ALCOHOL TESTING

The parties to this policy and program are in agreement that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing or may implement a random drug testing program on an unannounced basis with the approval of the Union. While "random" testing may not be necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- a. A pre-employment drug and alcohol test may be administered to all applicants for employment;
- b. A test may be administered in the event a supervisor has reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- c. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;
- d. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period;
- e. 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 Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood test will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

ARTICLE XVIII, SECTION 5 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 XIX CONFLICT WITH LAW

ARTICLE XIX, SECTION 1 COMPLIANCE WITH AGREEMENT

This represents the entire Agreement of the parties, it being understood that there is no other agreement or understanding either oral or written. The Employer understands that the Union is a fraternal society and, as such, and in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or with respect to any other matters for its own use. However, such rules or regulations, whether contained in a by-laws, constitution, or otherwise, shall have no effect, directly or indirectly, upon this Collective Bargaining Agreement, any employment relationship or the relationship between the parties.

ARTICLE XIX, SECTION 2 FEDERAL LAW.

The provisions of this Agreement shall be interpreted in a fashion consistent with federal law.

ARTICLE XX - FAVORED NATIONS

If, during the term of this contract, the Union enters into an agreement covering the commercial jurisdiction of this Agreement which is more favorable than this Agreement, the Employer at its option, may immediately become bound by this successor agreement in its totality. The Contractor may not select certain items of a differing contract and take those elements into the existing agreement. The change must be from one complete contract to another complete contract. The following are excluded from this section: residential agreements, project agreements, powerhouse maintenance modification agreements (PHMMA), maintenance agreements, international agreements, industrial agreements, component, municipal and governmental agreements, and Addendum I - Special Projects Agreement.

ARTICLE XXI DURATION, AMENDMENT AND TERMINATION

ARTICLE XXI, SECTION 1

This Agreement shall become effective JUNE 1, 2022 through MAY 31, 2027 and shall automatically renew from year to year 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.

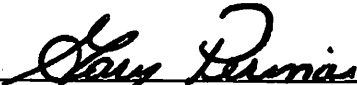
ARTICLE XXI, SECTION 2 MUTUAL AMENDMENT AT ANY TIME.

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.

As amended, removing ARTICLE IX, SECTION 2 language January 3, 2023, retroactive from June 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement the 3rd DAY OF JANUARY 2023.


MID-AMERICA CARPENTERS
REGIONAL COUNCIL


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
PH.815-223-0561
FAX: 815-223-5908


Authorized Signature
DANIEL F. AUSSEM
(please print name above)
EXECUTIVE DIRECTOR
(please print title above)

REQUIRED INFORMATION - PLEASE COMPLETE

Note-Please attach worker comp and bonding certificates, or mail to Union within 10 days

Workers Comp Insurance Agency(local):	Phone ()
Bonding Agency(local):	Phone ()
Federal Identification Number:	
Contractor Registration Number:	State:

ADDENDUM I - SPECIAL PROJECTS AGREEMENT

The Business Agent 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 the Business Agent with the approval of the Mid-America Carpenters 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 the Business Representative(s) 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.

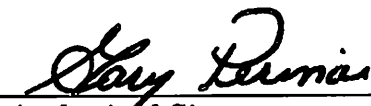
STEP 3 - Any adjustments or modifications granted for a specific project shall be available to all signatory Employers bidding work on the project. It shall, however, be the responsibility of individual Employers to request information regarding any possible adjustments.

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 Project Addendum I shall only apply to that specific project.

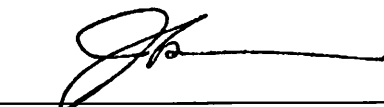
This Special Project Agreement may be withdrawn at any time by either party.

THIS ADDENDUM is an attachment to the Agreement between the signatory Employer and the Mid-America Carpenters Regional Council and becomes effective JUNE 1, 2022 and remains in effect until the expiration date of the agreement.

MID-AMERICA CARPENTERS
REGIONAL COUNCIL

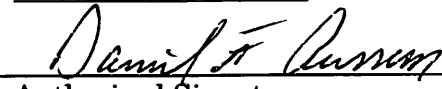


Authorized Signature
GARY PERINAR
EXECUTIVE SECRETARY-TREASURER



Authorized Signature
JEFFREY ISAACSON
PRESIDENT

(please print or type firm name below)
ILLINOIS VALLEY CONTRACTORS
ASSOCIATION INC
1120 FIRST ST
LA SALLE, IL 61301



Authorized Signature
DANIEL F. AUSSEM
(please print name above)
EXECUTIVE DIRECTOR
(please print title above)