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30,000 workers
45 pp.

**COMMERCIAL
AREA AGREEMENT**

between

MARBA

and

**CHICAGO AND NORTHEAST ILLINOIS DISTRICT COUNCIL
UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA**

of the COUNTY of

GRUNDY

IN ILLINOIS

FOR THE PERIOD

June 1, 2001 - May 31, 2005

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**A PRE-JOB CONFERENCE SHALL BE HELD
BETWEEN THE CONTRACTOR AND THE UNION
WHEN REQUESTED BY THE UNION**

THIS AGREEMENT is effective June 1, 2001, by and between MID-AMERICA REGIONAL BARGAINING ASSOCIATION for and on behalf of the present and future members, together with such other employers who become signatory to this Agreement (referred to herein as "Employer or Employers") and the CHICAGO AND NORTHEAST ILLINOIS DISTRICT COUNCIL OF CARPENTERS, as bargaining agent for the Local Union affiliated with said District Council, to wit: Local Union 916, St. Charles; hereinafter called the "UNION," WITNESSES THAT:

WHEREAS, this contract which covers the jurisdiction of the LOCAL 916, St. Charles, whose territory is described herein; the counties of Kane, Kendall, and Grundy in their entirety; and

WHEREAS, the EMPLOYERS covered by this Agreement are contractors engaged in the construction, maintenance and repair industry; and

WHEREAS, the UNION is a labor organization and represents all employees covered by this Agreement; and

WHEREAS, the purpose of this Agreement is to arrive at a mutual understanding between the EMPLOYER and the UNION regarding hours of work, working conditions, minimum wage scales, overtime pay, and to stabilize employment and to improve working conditions. The UNION shall be recognized as the sole and exclusive bargaining agent for all employees in the appropriate unit described in this Agreement. IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

**ARTICLE I
RECOGNITION, SCOPE AND JURISDICTIONAL DISPUTE**

1.1 Recognition. The EMPLOYER recognizes the UNION as the sole and exclusive collective bargaining representative for the Employees engaged in work properly coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as defined in its Trade Autonomy and established by decisions of record of the Building Trades Department of the American Federation of Labor, now or hereafter employed in the bargaining unit, with respect to wages, hours of work and all other terms and conditions of employment.

1.2 In the event a jurisdictional dispute involving the UNION should arise, there shall be no strikes, lockouts or interruption of work over the dispute, and the dispute shall be settled in the following manner: Representatives of the EMPLOYER and each UNION claiming jurisdiction over the work shall meet at the job site and attempt to settle the dispute.

1.3 Geographic. The geographic area of the Chicago and Northeast Illinois District Council includes Cook, Lake, DuPage, Kane, Kendall, McHenry, Grundy, Kankakee, Will and Iroquois Counties of Illinois. This Agreement shall apply to all work, projects or operations contained in this jurisdiction. Any contractor not domiciled, (domiciled, any contractor who is solely based or main office located within the confines of the jurisdictional territory covered by the Chicago and Northeast Illinois District Council of Carpenters) to Chicago and Northeast Illinois District Council of Carpenters who employs members of the Chicago and Northeast Illinois District Council of Carpenters shall also have the right of free flow of men within contract or contracts area. To that end, each Employee shall have the right to employ employees of any home local covered by this Agreement in any geographical area within the contract territory, including the geographical areas covered by the Chicago and Northeast Illinois District Council of Carpenters. However, the Local having jurisdiction shall be entitled to equal representation.

1.4 Along with the right to hire employees and movement of same within the geographic area of the Chicago and Northeast Illinois District Council of Carpenters, the contractors represented by MARBA covering the geographic areas of Grundy County agree to wages, fringe benefits and working conditions so stated in other contracts in the geographic area of the Chicago and Northeast Illinois District Council of Carpenters. Fringe benefits will be paid to the appropriate fund office under the terms of the agreement.

1.5 Bargaining Unit. The Bargaining Unit shall be comprised of all employees performing work in the geographic area covered by this contract who are engaged as (1) Carpenters or Joiners as these job classifications are described in Article I, hereof; (2) Millwrights, as that job classification is described in Article VI, hereof; (3) Wood and Resilient Floor Layers and Finishers: Carpet Layers and Aluminum Siding Applicators as those job classifications are described in Article VII, hereof; and (4) Pile Drivers as that job classification is described in Article VIII, hereof, PROVIDED, HOWEVER, that the Bargaining Unit shall not include employees performing work historically performed by employees in the job classifications set forth above in such work as has been assigned to members of another bargaining unit by reason of local practice, decision of record, or an Agreement or award issued in accordance with the provisions of Article I.

1.6 Employer Qualifications. Certain qualifications, knowledge, experience, and financial responsibility are required of everyone desired to be an EMPLOYER. In order to be recognized as a Union Contractor, a person, company or corporation shall sign and abide by all the conditions contained in this document and shall employ at least one member from the Bargaining Union. This paragraph also applies to contracting members of the Union.

1.7 Occupational Scope. This Agreement covers all work of all branches of the trade as set forth in the Constitution of the United Brotherhood of Carpenters and Joiners of America, as the same has been interpreted from time to time, and included, but is not limited to, the milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and compositions, and all other substitute materials; the handling, cleaning,

erecting, installing and dismantling of machinery and equipment and the manufacturing of all materials where the skill, knowledge and training of the employees are required, either through the operation of machine or hand tools; Carpenters and Joiners, Millwrights, Pile Drivers, Bridge, Dock, and Wharf Carpenters, Divers, Underpinners, and Timbermen and Core Drillers; Ship Wrights, Boat Builders and Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands and Finishers, Carpet Layers, Shinglers, Siders, Insulators, Acoustic and Drywall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Work, Casket and Coffin Makers, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Box Makers, Railroad Carpenters 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 sub-divisions; burning, welding, rigging and the use of any instrument or tool for layout work, incidental to the trade. When the term "Carpenters and Joiners" is used, it shall mean all the subdivisions of the trade.

1.8 The term "CARPENTER" and the term "JOINER" are synonymous, and in either case, shall mean one who prefabs or constructs forms for footings or foundations of houses, buildings, structures of all descriptions, whether made of wood, metal, plastic, or any other type of material, the erecting of structure parts of a house, building, or structure made of wood or any substitute such as plastic or composition materials, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure, and dismantling of forms or any other material erected by Carpenters. The fabrication and/or setting of all templates, including anchor bolts necessary for structural members of machinery and the placing and/or leveling of these bolts is included.

1.9 All framing in connection with the setting of metal columns. The settings of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making and setting of all forms used in concrete work. Installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal or plastics or composition materials; fastening on all wooden, plastic or composition materials; fastening on all wooden, plastic or composition cleats to iron work material; erection and installation of Stran Steel or similar material; cutting and hanging of all lumber or other materials between girders and joists for fireproofing of concrete centers; setting and hanging of all sash, doors, inside and outside blinds, windows and other frames, erection or application of all shingles, siding, wallboard, or sheets composed of wood, wood pulp, plastic, plaster, transite or composition materials or any combination of any of the above with any other material regardless of the manner attached.

1.10 Erection of all wood, metal, plastic, and composition partitions; cutting and applying of all furring; making and fastening of wood brackets for metal ceilings and side walls; erecting of all wood furrings for cornices, and putting on all grounds for plaster or cement finish.

1.11 Building, erecting and dismantling of all scaffolding and staging; building and construction of all derricks; the making of mortar boards, boxes and trestles; putting in needle uprights;

shoring of buildings, razing and moving buildings. Fitting, installation and fastening of stops, beads and moulding in doors and windows, framing of all false work, derricks and hoists, travelers and all lumber or material used in the building and construction industry; putting on of all hardware; putting up interior and exterior trim or finish of wood. The hanging, setting, and installation of wood, metal or plastic doors, sash, jambs, bucks, casings, mouldings, chair rails, mantels, base or mop boards, wainscoting, furniture, china closets, kitchen cabinets, wardrobes and installation of bowling alleys, and installation of displays.

1.12 The manufacturing and erecting of cooling towers and tanks. The installation of wood, plastic or metal awning, door shelters, marquees, and jalousies. The laying and finishing of all floors including wood, cork, asphalt, linoleum; vinyl, rubber or any other type of resilient floor covering. The installation of rugs, carpets, draperies and curtains. The application of acoustic tile whether glued or nailed; acoustical suspended ceilings in its entirety; and all insulation, whether nailed, glued or blown.

1.13 Building and erecting stairs, store, office, bank and other fixtures, shelving, racks, whether of wood or other materials making and fitting of screens, putting on weather strips and caulking. The installation of laboratory equipment including cabinets, and work benches, bookcases and cabinets, either separately or used in conjunction with heating and/or air conditioning units, blackboards, bulletin boards, bill boards, meter boards and boards of all types.

1.14 The handling of lumber, fixtures, trim and other material erected by Carpenters. The erection of porcelain enameled panels and metal siding. The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums, and open-air theaters and other buildings; installing wood, metal and plastic corner beads; erecting mortar and brick hoists and concrete distributors used in erecting buildings or fireproofing floors, or for pouring concrete buildings; building and repairing coal pockets, breakers, curb and gutters, the receiving, rigging, unloading, stockpiling, permanent placement, removal, relocation and replacement of any pre-case concrete or substitute combinations and with any and all welding and burning incidental to carpentry.

1.15 The handling of all optical tooling equipment, which includes laser-maser equipment, transits, levels, jig transits. The carpenter will line all forms, falsework, permanent and temporary walls. All lines and grades needed to set and install all machinery, all types of rail, which includes tram, mono, gantry, and all rails which need line and grade. The grade and line for all base plates, shims, anchor bolts, and all openings in forms, containment vessels and temporary and/or permanent walls. The carpenter shall lay out property lines, utilities, columns, elevations, and all other inlines, building lines, utilities, columns, elevators, and all other integral parts of the project. This does not prohibit Supervisory or Engineering personnel from using the equipment described in this paragraph.

1.16 The operation of winches and jacks whether operated manually or operated mechanically by portable operating devices, used to handle material to be installed or erected by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental

to the trade.

ARTICLE II UNION SHOP AND CHECK-OFF AND INDEMNIFICATION

2.1 Equal Representation. The Union, realizing its duty under the National Labor Relations Act, as amended, and to the extent that it is the exclusive representative, recognizes that it must represent all bargaining unit employees equally, without discrimination, irrespective of membership or non-membership in the Union. To comply with this section, the Employer shall pay correct wages and all fringes on all employees doing bargaining unit work as per this Agreement.

2.2 Union Security. All employees who are not members of the UNION and all employees who are hired hereafter shall become and remain members in good standing in the UNION as a condition of their employment on the eighth (8th) day following the beginning of their employment or the effective date of this Contract, whichever is the latter, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended by the Act of 1959. In the event of an amendment in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended by the Act of 1959, that would require modification to this Agreement, the parties agree to execute amendments to this contract that will conform to the mandates as set forth in Section 8(a)(3) of the Act in a timely fashion. Upon written notice from the UNION notifying the EMPLOYER of the failure of any Employee covered by the contract to complete or maintain his membership because of non payment of dues, the EMPLOYER shall, within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no EMPLOYER or UNION shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to the members, or, if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

2.3 Non-Discrimination. There shall be no discrimination in employment because of any race, color, creed, sex or national origin.

2.4 Dues Check-off. It is agreed by the parties, a Union Dues Checkoff may be required at the option of the UNION. The Employer shall deduct current UNION dues as certified by the UNION from the pay of each employee who furnishes him with a signed and valid "Checkoff Authorization Form". This amount shall be set by the Union. A change in this amount will be communicated in writing by the UNION. The aforesaid deductions shall be remitted monthly by the Employer to the UNION on the form customarily used for submitting monthly Welfare and Pension Contributions.

2.5 The UNION shall defend, indemnify and save the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability including the payment of costs and reasonable fees of Attorney that shall arise out of or by reason of action taken or not taken by EMPLOYER for

the purpose of complying with any provision of this Article, or in reliance upon any lists, notices or assessments furnished under this Article. The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article XI.

2.6 The provisions of this Article shall be interpreted in a fashion consistent with Federal law.

ARTICLE III WAGES AND FRINGE PAYMENTS

3.1 Right to Increase. The UNION reserves the right to increase fringe benefit funds contained in the Agreement in lieu of wages, upon proper notice to the EMPLOYER from the UNION. The distribution of any increase of wages or fringe benefits will be determined by the District Council.

3.2 In compliance with our Agreement negotiated between MARBA and the Chicago and Northeast Illinois District Council of Carpenters and Joiners of America , providing an increase of the following:

COMMERCIAL CONTRACT TERM: June 1, 2001 - May 31, 2005

\$1.83 to be allocated by the Union - 06/01/01

\$2.00 to be allocated by the Union - 06/01/02

\$2.20 to be allocated by the Union - 06/01/03

\$2.40 to be allocated by the Union - 06/01/04

BREAKDOWN COMMERCIAL (2001 wages)

Wages = \$29.59*

Welfare = \$4.30

Pension = \$3.70

Apprentice = \$0.34

International Funds = \$0.06

Industry Advancement Funds = \$0.07

3 Rivers = \$0.02

Carpenters Savings Plan = \$0.70

Labor-Management Fund = \$0.02

Total (2001) = \$38.80

* Deduct dues check-off

3.3 Compute Social Security, Withholding and State Income Tax from wages. *Deduct the Dues check-off, as you do the taxes, with the Welfare, Pension, IAF, and Appr, CSP as the fringe

benefit package and forward at the end of the month.

3.4 **Dues check-off to be deducted from the gross hourly wage and mailed to the Chicago and Northeast Illinois District Council, 12 East Erie Street, Chicago, IL 60611, on forms furnished by the Union. Telephone: (312) 787-3076.

3.5 The allocation among the wages and any 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 thirty (30) days prior to the effective date.

3.6 All checks issued to Employees will have the following on the check stub: total hours worked, amount of regular and premium pay, all deductions, and total wages received for the year.

3.7 Residential Rates. The minimum hourly straight time rate of wages for work performed in the new construction of a residential structure shall be determined by the CARPENTERS DISTRICT COUNCIL.

3.8 Pay Day. Employees shall be paid once each week, not later than 4:30 p.m. on the regularly established pay day, except in cases of holidays in which case they may be paid on the following work day. Wages are to be paid in full up to two (2) work days preceding the regular designated pay day. Wages may be paid by mail. If wages are paid by mail, the pay check must be received on or before the regularly established pay day. If the EMPLOYER fails to have sufficient funds for wages due, or for pay checks issued, he shall pay in addition thereto a sum equal to the costs incurred in collecting same, including reasonable attorney fees. If the EMPLOYER issues a check for the payment of wages or fringe benefits which is returned due to a lack of sufficient funds, the EMPLOYER shall be required to make all payments of wages and fringe benefits in cash or by certified check, and in addition the EMPLOYER will be required to reimburse each Employee for any charges assessed.

3.9 Premium and Hazard Pay. All members covered by this Agreement. The rate per hour on all cofferdams, trenches, ditches, mines or tunnels, which are ten feet (10') or more below ground or water level and any other hazardous work shall be at the regular rate of pay for the first ten feet (10') below ground or water level as shown under paragraph (2) of this Article.

3.10 On all scaffold, stagings, movable decks, slip forms, smokestacks, steeples, towers, tanks, elevators, buildings, building beams, trusses, purlines, rafters, or joists, the rate of wages shall be the regular rate for the first thirty feet (30'). From thirty-one feet (31') to fifty feet (50'), the rate shall be an additional \$0.25 centers per hour. From fifty-one feet (51') to one hundred feet (100') thereafter, the rate shall be an additional \$0.50 cents per hour. From one hundred feet (100') to one hundred fifty feet (150'), the rate shall be an additional \$0.50 cents per hours. After one hundred fifty feet (150') and up to two hundred feet (200'); the rate shall be an additional seventy-five cents (\$0.75) per hour. After two hundred feet (200'), the rate shall be ten percent (10%) of the applicable wage rate. Rates to be based on free fall measurement. Boatswain chair and swinging

scaffold included. When overtime is worked, this rate shall be doubled.

3.11 When fresh air equipment is used in the above sentence, the employee shall receive two dollars (\$2.00) per hour above scale.

3.12 For any creosote materials or any other treated lumber or material, toxic or caustic solvents or oil and pans are used, the rate of wages shall be twenty-five (\$0.25) cents per hour above the regular rate of wages, whether harmful to body or clothing. If form is stripped and then cleaned, then set up by Carpenters and then oiled in place, this is not a premium pay classification. Forms must be cleaned. If iron sides are oily, they must be wiped off with rags or other suitable material. If the forms are oiled before they are set, this is an oiled form and falls in the previous classification.

3.13 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. Gloves shall also be furnished by the EMPLOYER.

3.14 Nothing in this Section of this Agreement (PREMIUM PAY) shall be so construed as to prohibit the opening to arbitration between the EMPLOYER and the UNION at any time during the term of the Agreement of any work to be performed by employees, of such nature as the UNION deems hazardous or which makes exceptional demands on Employees' health and safety and thereby qualifies for premium pay, which is not covered by Articles in this Section.

3.15 In the event that the UNION notifies the EMPLOYER that certain work is hazardous in nature, a determination shall be made to establish the wage scale as well as working conditions and such scale shall be retroactive to commencement of such hazardous work.

3.16 When an Employee works on any job that comes under the rate listed in this Section, he shall receive not less than four (4) hours pay at the premium rate.

3.17 Payment by an Employer and acceptance by an Employee of a sum less than the applicable wage rates (straight time, overtime or premium), as provided for in this Agreement shall be a violation of this Agreement. Upon proof of such violation, the Employer shall immediately pay the unpaid balance, in accordance with the wage rate so violated. Two (2) working days after the written notice of such violation to the Employer, the Union may justifiably remove the men from the Employer and full wages and benefits shall be paid for a period not to exceed five (5) working days. Benefit contributions shall be considered wages for the purpose of this provision.

3.18 Any dispute or question of fact under this subsection shall be governed by procedures outlined in Article XI, Arbitration.

3.19 The employer who issues payroll checks without sufficient funds or does not pay on the designated pay day shall be subject to the following actions and restrictions:

3.20 The employees may be removed from the Employer, for up to five (5) working days with pay, for violations.

3.21 The Employer will be required to pay only by certified check or currency of legal tender of the United States.

3.22 The Employer shall pay any and all documented costs related to employees receiving bad checks.

3.23 Fringe Benefits. Each individual EMPLOYER shall pay and transmit to the appropriate funds the following hourly amounts for the purposes and uses set forth in the documents, as amended, establishing such Funds:

3.24 WELFARE FUND - per all hours worked. Contributions effective June 1, 2001, through May 31, 2005, unless otherwise notified in accordance with Article III.

3.25 PENSION CONTRIBUTIONS - per all hours worked. Contributions effective June 1, 2001, through May 31, 2005, unless otherwise notified in accordance with Article III.

3.26 INDUSTRY ADVANCEMENT FUND - Each EMPLOYER shall contribute seven (\$0.07) cents for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement to the MIDWEST CONSTRUCTION INDUSTRY ADVANCEMENT FUND or such other fund as MARBA in its sole discretion may direct at any time during the term of this Agreement. Inasmuch as the existence and utilization of the Industry Fund should result in increased construction and greater job opportunities, the UNION agrees to cooperate in assuring that the contributions required by this Article are in fact made by EMPLOYERS bound by this Agreement. The collection of amounts due under this Article shall not be subject to the Settlement of Disputes' procedures established in Article XI.

3.27 CARPENTERS APPRENTICESHIP PROGRAM - Effective June 1, 2001, each EMPLOYER shall pay into Chicago and Northeast Illinois District Council of Carpenters Apprenticeship and Training Program (hereinafter referred to as "Training Fund") contribution for each hour worked for the EMPLOYER during each calendar month by all of those employees who are covered by this Agreement.

3.28 DUES CHECK-OFF. The appropriate amount shall be deducted from gross wages and forwarded to:

Chicago And Northeast Illinois District Council of Carpenters
12 East Erie Street
Chicago, IL 60611
Telephone: (312) 787-3076

This amount shall be set by the UNION. A change in this amount will be communicated in writing by the UNION.

3.29 CARPENTERS SAVING PLAN - per all hour worked. Contributions effective June 1, 2001 through May 31, 2005 unless otherwise notified in accordance with Article III.

ARTICLE IV FRINGE BENEFITS

4.1 The sections under Article IV cover the following Associations: MARBA, and the Chicago and Northeast Illinois District Council of Carpenters United Brotherhood of Carpenters and Joiners of America covering the county of Grundy in the State of Illinois.

4.2 The following are Agreements made between the Fox River Valley District Council and the Fox Valley General Contractors Association, and will remain in effect as part of this Agreement with the Chicago and Northeast Illinois District Council of Carpenters.

4.3 An Agreement and Declaration of Trust entered into by and between the Fox Valley General Contractors Association and the Fox River Valley District Council of the United Brotherhood of Carpenters and Joiners of America on the 1st day of February 1953, establishing the Carpenters Welfare Fund of Illinois, as amended by reference thereto, is hereby made a part of this Agreement.

4.4 An Agreement and Declaration of Trust entered into by and between the Fox Valley General Contractors Association and the Fox River Valley District Council of the United Brotherhood of Carpenters and Joiners of America on the 1st day of June 1957, establishing the Carpenters Pension Fund of Illinois, as amended by reference thereto, is hereby made a part of this Agreement.

4.5 An Agreement and Declaration of Trust dated the 10th day of April 1985, establishing the Will Grundy Construction Industry Advancement Trust, as amended by reference thereto, is hereby made a part of this Agreement.

4.6 An Agreement and Declaration of Trust establishing the Chicago and Northeast District Council of Carpenters Apprentice and Training Program, as amended by reference thereto, is hereby made part of this Agreement.

4.7 GENERAL CONTRIBUTION LANGUAGE: The Employers agree that Pension and Welfare Fund Contributions under this Agreement are to be made at the hourly rates specified elsewhere in this Agreement, 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.

4.8 SUPERVISOR CLAUSE. The Bargaining Unit shall also include, for purposes of Pension 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:

(i) 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 District Council, and;

(ii) was an employee on whose behalf, within the five year period prior to the effective date of this Agreement, contributions were required to be made for at least 5,000 hours worked.

4.9 It is expressly understood that the purpose of this provision is limited 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 in no respect 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.

4.10 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 should be on the bases of 160 hours for each and every month during which such supervisor receives any wages from the Employer.

4.11 LANGUAGE FOR COMPANY OWNERS. 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.

4.12 The parties recognize that such individuals employed by corporations which are employers under this Agreement may perform such 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 the hours worked by such employee in any capacity whatsoever, and provided further that such employee is:

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

4.13 The Employer shall be required to make contributions on behalf of such employee on the basis of 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.

4.14 RULES GOVERNING FRINGE BENEFITS. Such Welfare, Pension, Industry Advancement Fund, Apprenticeship Fund and Dues Check-Off shall accrue with respect to all hours worked by any journeyman, foreman, apprentice or any person employed by the Employer doing bargaining unit work within the jurisdiction of the Chicago and Northeast Illinois District Council.

4.15 Every EMPLOYER shall be required to file a properly executed report, on the form furnished by the Office of the Administrator of the Welfare, Pension, Industry Advancement Fund and Apprenticeship Fund as reflected by said report. Dues Check-Off shall be included on above report form.

4.16 Forms for the dues check-off are furnished by the Chicago and Northeast Illinois District Council of Carpenters and shall be remitted monthly to the District Council.

4.17 All reports and payments of contributions due to the respective Fringe Benefit Funds shall be due on the fifteenth day of the month following the month in which the hours were worked. Employers, at the discretion of the Local having jurisdiction, may be required to pay benefits on a weekly basis.

4.18 Any report and payment which IS NOT RECEIVED IN THE ADMINISTRATIVE OFFICE BY 4:30 P.M. of the last business day of the month following the month in which the hours were worked SHALL BE CONSIDERED DELINQUENT!

4.19 All delinquent reports and payments due shall be charged interest at the rate of one and one-half percent (1-1/2%) per month, compounded, for each month, or any portion of a month, that such contribution remains unpaid.

4.20 Any charges to an employer's account for interest, audit fees, attorney's fees, collection costs, etc. shall be considered delinquent if the payment thereof IS NOT RECEIVED IN THE ADMINISTRATIVE OFFICE ON OR BEFORE THE 30TH DAY following the date on which

such charge was made to that employer's account.

4.21 If the actions of any employer force the Trustees to demand a payroll audit to determine an amount due and owing the Fringe Benefits Funds, the costs of such payroll examination shall be at the expense of and charged to such employer.

4.22 If an audit of an employer's payroll records results in the discovery of a substantial discrepancy between the amount due and owing and the amount reported and paid to the Fringe Benefit Funds, the cost of such payroll examination shall be charged to such employer.

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

4.24 A properly authorized representative of said Funds shall have the right to examine the EMPLOYER'S payroll records, upon complaint, for the purpose of determining if properly executed reports are being made to said Funds. The representative authorized to make aforesaid examination of payroll records will be furnished proper credentials by the Trustees of said Funds.

4.25 To protect the participating members in the Funds from loss of eligibility for benefits caused by failure of an EMPLOYER to make proper contributions, his employees may be removed from the job for the above sated reason. The EMPLOYER shall compensate them for all time lost as a result of same.

4.26 If any EMPLOYER fails to pay fringe benefits provided in this Agreement, the number of hours with respect to which such Employer owes benefit contributions shall be computed by dividing the total dollar amount paid to such Employee as compensation for the work involved by the applicable contractual hourly wage rate. The number of hours shall be the presumed number of hours upon which benefit contributions are owed with respect to such Employee.

4.27 The Employer shall give notice to the Union and the appropriate Fund office, in writing, not later than thirty (30) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

- (1) Formation of partnerships;
- (2) Termination of Business;
- (3) Change of name commonly used in business operation;
- (4) Change in form of business organization;
- (5) Incorporation of business;
- (6) Dissolution of corporation;
- (7) Name and business organization of successor;
- (8) Admission to or withdrawal from any association operating as a multi-employer bargaining agent, with employees covered by this bargaining Agreement;

(9) Name and Identity of any parent company, subsidiary company or division.

4.28 The notice requirements of this Section apply only if the above specified events (items 1 through 9) affect the relationship of the Employer to the bargaining unit.

4.29 Bonding and Default - Attorney's Fees. In the event the UNION is required to file suit by reason of an Employer's failure to:

- (a) Maintain his monthly fringe benefit contributions, pursuant to Article III;
- (b) Meet his weekly payroll; or
- (c) Maintain his Worker's Compensation and Unemployment coverage as set forth in Article X.

4.30 And, if in the event that an EMPLOYER becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification in writing by the Administrative Funds Office, the EMPLOYER shall pay in addition to the amount due, reasonable fees of certified public accountants, if expressly used to establish the amount due, and reasonable fees of an attorney in effectuating payment.

4.31 Each EMPLOYER signatory to this Agreement agrees at the time of execution of this Agreement the EMPLOYER shall procure 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/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 ensure prompt payment of wages and contributions to the Health and Welfare, Pension and Apprentice and Training Funds. Such surety bond and/or cash bond shall be executed on a Uniform Bond form furnished by the UNION and must be filed with the UNION. Unless otherwise increased by the President/Executive Secretary-Treasurer of the UNION, the Principal amount of the bond shall be:

One (1) to Five Employees.....	\$10,000.00
Six (6) to Ten (10) Employees.....	\$15,000.00
Eleven (11) to Fifteen (15) Employees.....	\$20,000.00
Those in Excess of Fifteen (15) Employees.....	\$50,000.00

The association may furnish a blanket bond for all of its members, each of which is to be bonded for the sum of \$50,000.

The UNION may withdraw bargaining unit employees from employers who fail to maintain the bond required by this Article.

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

4.32 Trust Agreements and Compliance with Law. The Funds established hereunder, except as otherwise specified, shall be jointly administered by an equal number of Trustees representing each party to this Agreement, which administration and the various documents establishing the various Funds shall be in accordance with the requirements of the National Labor Relations Act, as amended, and any other Federal laws pertaining to the subject matter relative to each individual Fund. All payments required to be made shall be made and transmitted in accordance with the rules and regulations established by the Trustees of the particular Fund and all forms required shall be so completed. Concerning the enforcement of collections and payment of the required amounts into the Funds, the parties shall be bound by the determinations of the Trustees of each particular Fund. The failure of an individual EMPLOYER to comply with the provisions of this Agreement and any declaration of Trust establishing any of the Funds for which contributions or payments are made under this Article shall constitute a breach of this Agreement and individual EMPLOYERS who fail to remit regularly in accordance with the requirements of declaration of trusts establishing any of the Funds shall be subject to terminating this Agreement by the UNION, by giving seventy-two (72) hours notice in writing to such EMPLOYER. The remedy provided herein shall not be exclusive of any other remedy by way of suit in law or in equity, or otherwise for the collection of the amount due either by the UNION or by the Trustees or Administrators of any of the individual Funds.

4.33 UNITED BROTHERHOOD OF CARPENTERS HEALTH & SAFETY FUND OF AMERICA. Effective January 1, 1999 each EMPLOYER shall contribute two (\$0.02) cents for each hours worked for the EMPLOYER by those of his Employees covered by this Agreement to the UNITED BROTHERHOOD OF CARPENTERS HEALTH & SAFETY FUND OF NORTH AMERICA. Inasmuch as the existence and utilization of the Health & Safety Fund should result in increased construction and greater job opportunities, the UNION agrees to cooperate in assuring that the contributions required by this Article are in fact made by EMPLOYERS bound by this Agreement.

4.34 UNITED BROTHERHOOD OF CARPENTERS APPRENTICE & TRAINING FUND OF NORTH AMERICA. Effective January 1, 1999 each EMPLOYER shall contribute (\$0.02) cents for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement to the UNITED BROTHERHOOD OF CARPENTERS APPRENTICE & TRAINING FUND OF NORTH AMERICA. Inasmuch as the existence and utilization of Health and Safety Fund should result in increased construction and greater job opportunities, the UNION agrees to cooperate in assuring that the contributions required by this Article are in fact made by EMPLOYERS bound by this Agreement.

The Collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established Article XI.

4.35 LABOR MANAGEMENT EDUCATION AND DEVELOPMENT FUND. Effective January 1, 1999 each EMPLOYER shall contribute (\$0.02) cents for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement to the LABOR

MANAGEMENT EDUCATION AND DEVELOPMENT FUND. Inasmuch as the existence and utilization of the LABOR MANAGEMENT EDUCATION AND DEVELOPMENT FUND should result in increased construction and greater job opportunities, the UNION agrees to cooperate in assuring that the contributions required by this Article are in fact made by EMPLOYERS bound by this Agreement.

The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article XI.

4.36 LABOR/MANAGEMENT UNION CARPENTRY COOPERATION PROMOTION FUND. The parties hereby establish a Labor/Management Union Carpentry Cooperation Promotion Fund to enhance the use of Union Carpentry Construction to increase opportunities for Union members and signatory Employers. This Fund shall be collected by the fringe benefit offices affiliated with the Chicago and Northeast District Council of Carpenters. This Fund shall be used solely to promote the Union Carpentry Industry and shall be governed by a Board of Trustees based on the equal representation of three Union and three Employer Representatives. All expenses, remuneration and salaries shall be decided by a majority vote of Fund trustees. Effective January 1, 1999 each EMPLOYER shall contribute \$0.02 cents per hour for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement. The obligation to contribute under Article is contingent on one trustee to be appointed by M.A.R.B.A. and two other construction industry employer associations agreeing to participate in the Fund and appoint trustees thereto, and approval by legal counsel for both parties.

The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article XI.

ARTICLE V GENERAL WORKING CONDITIONS

5.1 Representatives of the Union shall not be denied access to the Contractor's Project Office or to any part of the project for transaction of necessary business with the Contractor or Employees.

5.2 District Council Work Rules. The Work Rules of the District Council upon mutual agreement will be incorporated as part of this Agreement.

5.3 Stewards. (a) The EMPLOYER agrees to recognize the sole right of the Business Representative of the UNION to select and appoint a steward or stewards in crews on jobs or job sites whose duties shall be to see that all employees covered by this contract are in accordance with the requirements of this Agreement. The duties of the steward shall be to report to the Business Representative any contractual disputes and grievances and, in the case of accident, the steward shall see that employees covered by this Agreement and their personal belongings are cared for.

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

5.4 The UNION requires that a Steward must fully protect the interest of the UNION. The Steward shall be selected or appointed by the Business Representative of the Union, who shall have the right to replace any Steward at any time for just cause or failure to carry out his duties as a Steward.

5.5 The EMPLOYER agrees to recognize the right of the UNION to select a Steward from among its Employees whose duty shall be to see that all Employees covered by this Agreement are members of the UNION in good standing in accordance with the requirements of this Agreement.

5.6 In case of accident, it is the duty of the Steward to see that the Employees covered by this Agreement and their personal belongings are cared for. Loss of time in caring for the sick or injured Employees shall be paid for by the EMPLOYER in an amount not to exceed four (4) hours of straight time.

5.7 It shall be the duty of the Steward on the job, using good judgment to call for a vote among the men to decide when a job should be called because of weather conditions. The Steward shall also be notified one and one-half (1-1/2) hours before quitting time as to the number of men needed for overtime work. He shall be given the names of the men to work on Saturday, Sunday or holidays so a permit, in writing, can be issued for these men. When an Employee works on any job, the Steward shall also work. When possible, the Steward shall also be consulted and notified at least four (4) hours in advance when Employees are to be laid off.

5.8 A Steward, after having satisfactorily completed one (1) week of employment for the EMPLOYER, shall be considered a qualified journeyman or mechanic of the trade and shall not be laid off, discharged or transferred without just cause as long as other Employees covered by this Agreement, except a foreman, are employed on the project. In no case shall the Steward be transferred, discharged, laid off or fired until the UNION representative is satisfied that his work or conduct is unsatisfactory. When such charges are made against the Steward, the EMPLOYER or his Representative shall meet with the Business Representative of the UNION and attempt to settle the dispute. In the event that the respective Representatives cannot reach an agreement, the dispute shall be processed under the terms as provided for in the Arbitration Section of this Agreement.

5.9 Should the Steward be discharged, laid off or fired before such investigation can be made

by the Business Representative of the UNION, all Employees covered by this Agreement shall cease work on said job. In no case shall any Employee covered by this Agreement be permitted to return to work until the Steward has been reinstated. In no instance shall the Steward be discriminated against because of his affiliation with the UNION or because of his activities on behalf of the UNION.

5.10 The Steward shall be allowed whatever time is necessary with the Business Representative and to properly police the job each day, check for safety and sanitary violations, and work being done by other crafts that properly come under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

5.11 It is understood and agreed that the Steward must have been a member of the United Brotherhood of Carpenters and Joiners for four (4) years, in good standing of the Local Union in whose jurisdiction the EMPLOYER is working for a period of at least one (1) year, except by permission of the Business Representative where conditions justify.

5.12 No overtime work shall be permitted without the EMPLOYER first obtaining permission from the UNION and the EMPLOYER shall instruct the Job Steward to secure such permission, which shall only be issued between the hours of 8:00 a.m. and 4:00 p.m. of each regular work day. The UNION shall at any time have the right to deny such work except for unforeseen emergencies, such as to protect property from weather damage, breakdown, or blowouts that interrupt the EMPLOYER'S normal scheduled work routine.

5.13 Job Stewards shall be members of the Bargaining Unit and shall be included on all overtime work.

5.14 In order to promote harmony and good will between UNION and EMPLOYER, the EMPLOYER agrees to terminate and rule off the job, until it is completed, any Employee(s) that has conspired individually or collectively to try to have the Steward or anyone of the Brotherhood unjustly removed or terminated. This is to be investigated by the Business Representative. If such discharged Employee(s) bring a suit against the EMPLOYER and/or the UNION and receive an award of damages and/or back wages, the UNION will completely indemnify the EMPLOYER for any award, court costs and reasonable attorney's fees.

5.15 Employees shall have the right to register complaints, to submit grievances and to testify without jeopardizing themselves in any manner.

5.16 Show Up Time. When any applicant or person has been requested by the EMPLOYER to report for work and is refused employment, they shall receive eight (8) hours show up time at the regular prevailing rate providing that he reports to work at the specified time.

5.17 (a) When a Member who is employed on a job and reports for work and is not put to work, he shall receive two (2) hours pay for reporting on the job, provided he was not notified the evening

before that there would be no work the next day. If an Employee starts to work, he shall receive four (4) hours of pay. However, if work is stopped during the second four (4) hours by causes beyond the control of the EMPLOYER, the Employee shall be paid only for actual time worked in that period. For a man to remain on the job after the two (2) hour show up time because of weather conditions, an agreement must be made between the superintendent or foreman and the Steward.

(b) When an employee is called out, or recalled to work outside the scheduled work hours, he shall not receive less than four (4) hours pay at the premium rate or rate involved.

5.18 LAY-OFFS. When an employee is laid off due to lack of work, he shall be paid immediately all wages due to date and receive at least one (1) hour notice prior to normal or adjusted quitting time. If such notice is not given, the EMPLOYER shall pay one (1) hour of wages in addition to all wages due him. However, when the one-hour penalty is in effect, the one (1) hour of wages shall be mailed to the home of the employee within a twenty-four (24) hour period. If he is not paid on the job at the time of lay off or sent to him postmarked within twenty-four (24) hours, he shall be paid four (4) hours of additional pay, all of which shall be included in his last pay check.

5.19 When the employee QUILTS HIS JOB, he may be required to wait, at the option of the EMPLOYER, until the next regular pay day for the wages due him.

5.20 TRAVEL PAY. An Employee who is required to travel to a job site shall be reimbursed for lodging when required to remain away from his home overnight. The expense allowance for lodging for each night shall be fifty (\$50.00) dollars per night.

5.21 COFFEE BREAK. Morning coffee break (15 minutes) with pay.

5.22 CONCRETE FORMS. The Contractor will designate a sufficient number of Carpenters to watch and check while concrete is being poured into forms erected by Carpenters.

5.23 WALKING TIME. An Employee shall be allowed enough walking time to be at the tool shed or the change room at 12:00 noon and shall not leave tool shed or change room until 12:30 p.m.

5.24 Sanitary toilet facilities are to be furnished at all times.

5.25 Tools, Tool Storage and Sheds. Each employee is required to furnish, for his individual use only, all of those hand tools customarily required of an employee to perform his duties. Employee shall not own, transport, furnish, or rent any power-operated tools, machinery or equipment to be used on any work to be performed by his EMPLOYER.

5.26 The EMPLOYER will furnish a dry and locked tool shed or safe place on each job to store members' tools and will take all precautions against fire and theft and where the size and length of

job will justify same, the tool shed will be separate from other crafts and the EMPLOYER will furnish suitable facilities, heated when necessary, for eating and changing clothes. Employees shall return same at the end of each day's work when need for same is over. Employees will not be allowed to work in foul weather except in case of emergency.

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

5.28 The Employee at all times shall be responsible for his own tools during working hours of the Employee. In the event that said tools are stored in the job box or tool shed under the control of the EMPLOYER, in which case the EMPLOYER agrees to assume the responsibility for theft, fire or water damage to all tools. A complete valued inventory must be supplied, prior to storage, by the Employee to substantiate any loss. The EMPLOYER shall have the right to check the list or inventory to make sure it is current. Also, the EMPLOYER can request a new list of inventory from Employee.

5.29 EMPLOYER shall furnish and make available at the job site all reasonable equipment generally and customarily used to sharpen the various tools used by Employees hereunder. Sharpening of his own tools shall be the choice of the Employee at all times, although the Employee may, if he chooses, permit his tools to be sharpened other than on the job site by and at the expense of the EMPLOYER. Employees may sharpen tools during working hours, and the time thereby used shall be considered as time worked.

5.30 All expendable tools such as drill bits, rules, files, hacksaw blades, torch lighter, etc. that are worn out or broken on the job shall be replaced by the EMPLOYER. All Employees shall report at the beginning of their employment with sharp tools.

5.31 No power tool shall be used by any employee that is determined to be unsafe after a conference between the Business Representative of the UNION and a representative of the EMPLOYER.

5.32 At any time EMPLOYER'S tool and material cribs are used on jobs and an employee is responsible for issuing tools, equipment and materials to members of the Bargaining Unit, an employee shall be placed in charge of facilities so that tools or equipment are maintained in good order and materials are issued properly.

5.33 There shall be no restrictions on the use of machinery, tools or factory-made products.

5.34 Hours of Labor - Holiday - Overtime Pay. Eight (8) hours shall constitute a day's work, and forty (40) hours shall constitute a week's work. Regular daily working hours shall be between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday. All overtime will be double time except the two (2) hours after the regular or adjusted workday, and the first 8 hours of work performed on Saturday, which will be compensated for at time and one half (1-1/2). Over eight (8) hours on Saturday will be paid at double time. No Employee shall work after the regular established pay-day without receiving his wages in full each week. Authorized Union Representatives will have the right to inspect members check/checks to see that proper wages and overtime are being paid. If mutually agreed, the hour of starting may be changed. No overtime work will be performed including Saturday, Sunday or holidays unless permission is granted by the Business Representative of the Local Union in the area where the work is to be performed.

5.35 All work performed on Sunday and the following holidays (or days celebrated as such) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, shall be compensated for at double time.

5.36 The lunch period may be adjusted at the Employer's option during the placement of concrete to begin any time between 12:00 noon and 1:00 p.m. This is a deviation from the regular lunch of 12:00 noon to 12:30 p.m.

5.37 No overtime will be performed including Saturday, Sunday or holidays, unless permission is granted by the Business Representative of the Local Union in the area where the work is to be performed. On unscheduled overtime in excess of two (2) hours, EMPLOYER shall pay for Employee's dinner, which shall be a hot, full meal and paid one-half (1/2) hour's time to each. When EMPLOYER and Employee agree, the above may be waived for one hour, double time, above hours worked. The above shall repeat every four (4) hours.

5.38 FOREMEN. There shall be a carpenter's foreman on all jobs and in or working out of all shops. A foreman will be any man giving orders to one (1) or more men and shall be paid foreman's wages. No foreman shall use profane or abusive language to Members working under his direction or discharge a Member for upholding working rules or conditions. No foreman shall give orders to more than ten (10) men. No carpenter's foreman shall be allowed to use his tools, giving orders to ten (10) or more men. Carpenters are not to take orders from any foreman that does not belong to the United Brotherhood of Carpenters and Joiners of America.

5.39 CARPENTER'S FOREMEN - shall receive wages at ten percent (10%) per hour above wages otherwise provided of the highest journeyman they are giving orders to. All General Foremen shall receive wages at twenty percent (20%) per hour above wages otherwise provided. All Foremen must be members in good standing of the Brotherhood.

5.40 MILLWRIGHT'S FOREMEN - shall be on jobs where Millwright work is to be done. One (1) Millwright Foreman shall not be permitted to handle more than one (1) crew or six (6) men. Where two (2) or more Millwright Foremen are employed, there shall be a General Millwright

Foreman. A Millwright Foreman shall not be allowed to use his tools when giving orders to four (4) or more men.

5.41 PILE DRIVER'S FOREMEN - and their crews may handle only one (1) rig. On a job where there are two (2) or more Pile Driver Foremen, there shall be a General Foreman. The General Foreman shall not handle a crew or carry any journeymen's time.

5.42 Foremen from Bargaining Units. Whenever a foreman or general foreman is chosen by the EMPLOYER, he shall be a person from the Bargaining Unit.

5.43 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 end of work.

When work to be performed in occupied buildings is of such a nature that it is not appropriate or practical during the regular work day, such as renovation, alteration and modernization, such work may be performed at an adjusted time, providing a pre-job conference takes place between the Carpenter District Council.

Contractors utilizing this provision shall notify the Carpenters District Council by requesting the pre-job conference on the form provided by the Carpenters District Council.

By Mutual consent of the Employer and Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. However, the adjusted shift shall run a minimum of five (5) consecutive days.

All employees working under this provision shall receive eight (8) hours pay for seven and one-half (7 1/2) hours work. Any and all work in excess of seven and one-half (7 1/2) hours of work in this provision shall be paid at a rate of double time. An Employer who violates this section shall pay as a penalty double time for all hours worked.

5.44 The First Shift (Day Shift) to start not later than 8:00 a.m. and shall consist of eight (8) hours of work for eight (8) hours of pay. The Second Shift (Afternoon Shift) shall start at 4:30 p.m. and consist of seven and one-half (7-1/2) hours of work for which the Employees shall receive eight (8) hours of pay. The Second Shift to receive a five (5%) percent premium on all amounts paid. The Third Shift (Midnight Shift) shall start at 12:30 a.m. and consist of seven (7) hours of work for which the employees shall receive eight (8) hours of pay. The Third Shift shall receive ten percent (10%) premium on all amounts paid.

5.45 Provisions governing shift work on a two-shift basis; all the rules are the same as those governing three shifts except the percentage. There will be a 5% premium paid to the second shift.

5.46 Provisions governing stand-by on three-shift basis; this will also be covered by the same rules as the three-shift schedule except that the contractor may utilize only equal number of men on each shift. These men MAY NOT be employed on regularly scheduled work. They are employed on stand-by for emergency work only.

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

5.48 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 of time off between each shift and at no time shall employees be allowed to work more than four (4) hours of overtime. When job conditions require overtime in excess of two (2) hours, the Employees will be allowed one-half (1/2) hour paid lunch period during the third hour of overtime to eat a lunch furnished by Employer, where the employer has not notified the employee of overtime on the day before the overtime or earlier. The notice requirement can be either orally, a posting on general bulletin board, or by any other means.

5.49 All shift work done between the hours of 8:00 a.m. Saturday and 8:00 a.m. Monday, and all holidays must be paid for at DOUBLE THE REGULAR SCALE OF WAGES. All overtime on shift work must be paid for at double the regular scale of wages.

5.50 UNION REPRESENTATION. It is agreed that only those so authorized by the Union shall be recognized to act for, or in behalf of, the Union and the actions, declaration or conduct of any other person (except those so designated) shall not be considered the acts of the Union or its agent, nor shall they form the cause for any liability whatsoever on the part of the Union.

5.51 Working Beyond Jurisdictional Boundaries. When the EMPLOYER requires employees to work outside the territorial jurisdiction of the Chicago and Northeast Illinois District Council of Carpenters, they shall receive the cost of a courtesy card in the district in which they are working. When they do not return home daily, all expenses for room and board shall be paid by the EMPLOYER.

5.52 PICK UP TIME. Members shall be allowed ten (10) minutes pick-up time at the end of each day's work and shall remain on the job until the agreed quitting time. Where job conditions require time in excess of ten (10) minutes, then such additional time as may be required will be allowed upon prior arrangement between Business Representatives, Steward and Contractor's Representative.

5.53 Procurement of Labor. The EMPLOYER shall advise the UNION of all available openings and job requirements at least twenty-four (24) hours prior to the EMPLOYER'S fulfilling such job requirements.

5.54 Contractors not domiciled in this District will be allowed to bring in a Superintendent and a Foreman, the rest being hired from Members in the Chicago and Northeast Illinois District Council of Carpenters area and from the Local Union having jurisdiction therein.

5.55 If the UNION elects, a pre-job conference prior to commencement of work shall be held or if the need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the UNION elects. 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, duration of the job and the working schedules.

5.56 The UNION shall be given an opportunity to refer qualified applicants for employment.

5.57 Men so referred shall not be given preference or priority by the EMPLOYER over non-referred men and the EMPLOYER shall have the sole and exclusive right of accepting or rejecting the men so referred.

5.58 The EMPLOYER shall be at liberty to hire Employees in any manner under the National Labor Relations Act of 1947, as amended, and the rules and regulations of the National Labor Relations Board, and shall have the right to use certain conditions. The EMPLOYER agrees to notify the UNION when he is in need of Employees and the UNION, when requested, agrees to assist in securing qualified applicants. The selection of applicants for recommendation by the UNION shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, UNION membership, By-Laws, rules' obligation of Union membership, policies or requirements.

5.59 The EMPLOYER agrees to give all applicants fair consideration consistent with the policies of the National Labor Relations Act, as amended. The EMPLOYER shall have sole responsibility of hiring. Employees referred by the UNION shall present an introductory card to the EMPLOYER.

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

5.61 The parties to this Agreement shall post in places where notices to Employees and applicants for employment are customarily posted, all provisions relating to the functioning of this hiring procedure and the UNION shop provisions of the Agreement.

5.62 EMPLOYERS may request former Employees for referral to a job or project, in writing, and the UNION Referral Office shall refer said former Employees to the job or project, provided that they are properly registered applicants in the Referral Office, that they are available for work at the time of the request, and that they have been employed by the requesting EMPLOYER under the terms of this or previous Agreements in the geographical area of the Referral Office within three (3)

months prior to the request; and provided, further, that no Employees shall be laid off or discharged to make room for such former Employees.

ARTICLE VI MILLWRIGHT TRADE AUTONOMY

6.1 GENERAL WORKING CONDITIONS. Millwrights shall be allowed a minimum of fifteen (15) minutes pick up time. A minimum crew shall consist of one Millwright drawing foreman's pay. When Millwrights or Carpenters are welding or burning, a two-man crew shall be used.

6.2 For every six (6) Employees, there shall be at least one (1) working foreman. When there are two (2) working foremen on any job, one of such individuals shall be designated as the General Foreman per twelve (12) employees, which General Foreman shall be in addition to the individual designated. Section 1(a) Employer shall furnish, if required, all precision levels over twelve inches (12") includes, all calipers over eight inches (8"), outside micrometers over one inch (1") inch inside micrometers over eight inches (8"), all adjustable wrenches over twelve inches (12"), all socket wrenches over one-half (1/2") inch drive box socket and open end wrenches over one and one-fourth inches (1-1/4"), all drills, taps, files, emery cloth, sandpaper, hacksaw blades and hammers over two (2) pounds.

6.3 When it is necessary for Millwrights to furnish any precision tools, the Contractor shall be responsible for the repair or replacement, if necessary, of any of these tools which are damaged while being used on the job. These tools shall include: Dial Indicators, Magnetic Bases, Precision Levels, Calipers, Outside Micrometers, Inside Micrometers, Precision Feeler Gauges, and Precision Plumb Bobs. Upon initial employment, Employees shall furnish an inventory, in duplicate, to the EMPLOYER of any of the above-mentioned tools he may have on the job site.

6.4 When it is necessary to store Employee tools on the job site during his non-working hours, the Contractor shall be responsible for loss due to fire or burglary at a cost not to exceed the cost to a maximum of eight hundred (\$800.00) dollars. On request of the EMPLOYER, it shall be the responsibility of the Employee when storing tools to furnish a list in duplicate to the EMPLOYER to obtain this protection.

6.5 Any special certification test of a qualified Millwright Welder, taken for the convenience of the EMPLOYER, shall be paid for by the EMPLOYER. Before a qualified Millwright Welder commences the welding test, he shall be placed on the payroll of the EMPLOYER and be paid Millwright's wages.

6.6 Where there are two (2) or more Millwrights on any one (1) job site and one (1) journeyman assumes responsibility other than that of a journeyman, the one assuming the duties shall be designated a foreman and shall receive the wages of a foreman.

6.7 Where there are eight (8) or more Millwrights on any one (1) job site, one (1) must be designated a non-working foreman to supervise the work and not work with the tools.

6.8 Before a Millwright commences attending any special schooling or training such as radiation school, upon the request of the EMPLOYER, he shall be placed on the payroll of the EMPLOYER and be paid Millwright wages.

6.9 No power or special tools or equipment are to be leased, rented, or loaned to EMPLOYER by a Member while working on the job, nor shall a Millwright be required to loan tools to other crafts.

6.10 Millwright wages shall be governed according to the Carpenter wages as set forth in Article III, Section 2.

6.11 Composite crew work. When called for by National Agreement and signed by the General President, the Carpenters and Joiners, as the term implies, shall receive the highest scale of any craft who is working on a composite basis with them.

6.12 No laborers should be used in conjunction with any Millwright work.

6.13 OCCUPATIONAL SCOPE. This Agreement covers all Millwright work, including, but not limited to the following: Power rigging and installation of all engine motors, dynamos, generators, turbines, printing presses, conveyors, dryers, air compressors, fans, blowers, pumps, extruders, paper making machines, ball mills, roller mills, hammer mills, elevators, escalators, manlifts, bottling and canning factory equipment or any other mechanical device and installation of flywheels, sheaves, pulleys, or drivers on same. The reabbating of all machinery, all cutting, burning, and fabrication of all supports connected therewith. The installation of all laundry, kitchen and restaurant equipment. The repairing of all hand trucks, overhead chain conveyors, and power driven conveyors. Description of one type conveyor: A conveyor is a machine which, after assembled, will perform work the same as any other mechanical machine or equipment. All fabrication, installation, dismantling and maintaining of all conveyors, including screw bolt, bucket, roller, and slate spiral chutes, all channel type free trolley I-beams, and all types of monorails and tramrails, including conveyors built of wood, steel, pipe or fiber, riveted, bolted, welded, and all supports and adjuncts, connected therewith. Fabrication, installation, dismantling and maintaining of chain type, dragline, airveyor, power-driven, pipe-constructed conveyors, including all other supports and adjuncts necessary for installation. Grain handling devices, scales, grain mills, crushers and beaters: All drives, such as rope, belt, chain, friction, gears and raw hide. All driver screens, dodge belts and gears, extractors and expellers, all agitators, barrel hooping

machines, sewing machines, and case sealing machines.

6.14 Setting and maintaining of portable mixers; making, setting and drilling and pouring of bolts for installation of machinery and equipment. Coal handling machinery, drive crushers, conveyors of steel, wood, pipe or fiber. Framing and setting of all bridge trees of wood, foundation beams or timbers used for reception of machinery. Handling of hand and power rigging. Erection of wooden derricks to be used by millwrights and installation and dismantling of machinery in flour, cereal, cotton, wool, twine, paper, steel, saw, cement, power houses, sugar refineries, fertilizing plants, ice plants, breweries, distilleries, grain elevators, feed mills and other factories where shafting and machinery is used, all scales, and any other work where millwright tools are used.

6.15 The installation of recreational equipment in connection with bowling alleys, such as pinsetters and related hand power rigging and cribbing required to unload, transfer, assemble, disassemble and set machinery and its adjuncts. The installation of all rigging beams, whether they be temporary or permanent. Pile driving and the handling of all diving equipment and diving. The installation of all airveyors, cable crag-lines and its guides, all hydraulic cylinders and linkage whether they be operated by air, oil, or electricity. Transfer cars and its rails for heat treat or similar furnaces. The installation of X-ray equipment. The fabrication and erection of all scaffolding required for the installation of machinery. Fabrication, setting and dri-packing of all shims, sole plates and machine bases, whether they are steel, wood or fiber for the installation of machinery or its adjuncts. Installation of all precision setting of atomic reactor intervals. The installation of all dam rollers in its entirety and its adjuncts. The running of all machinery; the covering, making and installing of all skids for machinery regardless if they are wood, steel or fiber and removing of same; the erection and fabrication of all pallet racks; installation of gym equipment such as basketball back stops; installation of load cells, eddy current clutches, indicators and magnetic separators regardless of type; installation of rails for transfer cars, gantry and overhead cranes regardless of size or type; the installation of all material handling conveyors whether they be temporary or permanent; the handling of all optical tooling equipment, transits and precision instruments for the setting of machinery; the installing of anchor bolts; cinch anchors, self-tapping anchors and any device for the securing of machinery and its adjuncts; the forming, grouting and dri-packing of all machinery; the installation of rotary valves, slide valves (mechanical or hand operated) chutes, and spouts regardless of gauge; the steam cleaning of all machinery; handling, cleaning, erecting, installing and dismantling of all machinery and equipment; installation of all escalators, elevators, shoe cleaning machines, and traveling walkways, jet or rocket powered machinery, all drilling, tap-setting, honing, broaching, lapping, the handling, setting and machining of all sole plates regardless of what they support; all drilling, tapping on all equipment and machinery is the work of the millwright; any exterior forms of the containment vessel; the complete setting and leveling by any means of the ring girder or base plus any necessary cleaning, scraping or machining; apertures or openings, including access door frames, etc. in the containment vessel will be rigged, placed, aligned, and secured by any means by Millwrights; the placing, leveling and aligning of the reactor vessel, including the use of optical instruments, laser or maser beams; the installation and securing of biological shields where void is poured with concrete

shall be considered a form and shall be placed and secured in its entirety by Millwrights; the precision alignment and leveling, including bolting and cleaning, scraping or machining and the measuring and torquing of bolts; installation of rod pressure housing, push rods and mechanical equipment in connection with same; installation of control rods and drives, shut-down rods and drives and guide sleeves; the field welding in conjunction with the control rod drive housing will be performed by Millwrights. The set up and operation of machine tools on job site, portable or stationary, such as lathes, milling machines, shapers, saws, grinders, etc. used for setting and fitting any equipment. The setting, welding and installation of supporting steel for control rod drives. The handling and installation of cribbing. The assembly of ladle cars. The installation of lubricators and handling of all garage equipment including hoists, wash racks and aligning equipment.

6.16 DIVERS' AGREEMENT--SUPPLEMENTAL AGREEMENT GOVERNING MARINE DIVERS AND TENDERS' RATES. The parties hereby incorporated by reference and agree to be bound by the provisions of the United Brotherhood of Carpenters and Joiners of America Diver's Agreement.

ARTICLE VII
WOOD AND RESILIENT FLOOR LAYERS AND FINISHERS:
CARPET LAYERS AUTONOMY
ALUMINUM SIDING APPLICATORS AUTONOMY

7.1 Provisions governing Wood and Resilient Floor Layers and Finishers. (Applicable only to Employers employing Floor Layers). The floor layers' autonomy is as follows:

7.2 Cutting and/or forming of materials, on job sites or in shop, in preparation for installing floors, walls, stairs, ceiling, fixtures, furnishings, or exterior applications or structures, patios, pool perimeters, areaways or other similar applications such as simulated turf. Installation of resilient floor, wall, ceiling and simulated turf materials including cork, linoleum rubber, asphalt, mastipave, vinyl, metal, plastic, and other similar materials in sheet, interlocking, tile, performed, or seamless compound form of liquid, plastic, epoxy, urethane, or materials of like nature.

7.3 Installation of carpets, carpet tiles, rugs or runners and cutting or fitting of same whether installed by tacked, tackless, gluedown, 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.

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

7.5 Installation of all resilient type and carpet type materials on floors, walls, stairs, ceiling, fixtures or exterior applications, on structures, patios, pool perimeters, areaways, all other like or similar applications, and as simulated turf on lawns, golf courses and/or like area.

- 7.6 The take-up and relaying of all materials in aforementioned jurisdiction.
- 7.7 All machine and/or hand seaming of materials in aforementioned jurisdiction, whether accomplished by hot iron, cemented, cemented tape, tacked, stapled or sewed method, or job site or in shop.
- 7.8 All machine and/or hand binding and serging whether performed on job sites or in shop. Drilling of holes for sockets and pins. Drilling of holes, insertion of dowels and placing of slats.
- 7.9 Installation of 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.
- 7.10 Removal of all old material which is to be replaced by material or materials in aforementioned jurisdiction.
- 7.11 Sanding and necessary preparation of all surfaces to be covered by materials in aforementioned jurisdiction, whether performed by hand or machine.
- 7.12 The spreading of all adhesives and priming of all surfaces receiving materials listed in aforementioned jurisdiction.
- 7.13 The washing, waxing, finishing and treating of all materials listed in above jurisdiction.
- 7.14 The handling, distribution, and unpacking of all materials listed in aforementioned jurisdiction.
- 7.15 The term "Drapery" shall include the handling, fitting, measuring, and installation of fixtures and other hardware for same.
- 7.16 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.
- 7.17 ALUMINUM SIDING APPLICATORS. Work under the jurisdiction of aluminum siding applicators shall consist of the application of all aluminum and composition siding coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.
- 7.18 GENERAL WORKING CONDITIONS. No employee shall be permitted to do any piece of work or work on a yardage or squareage basis.
- 7.19 No linoleum or carpet layer, draper, shades and venetian blind or siding applicator shall be permitted to use his automobile unreasonably for the purpose of transporting Employer tools or

materials from the shop to the job or from one job to another.

7.20 WAGES. The Resilient Floor, Carpet Layers, Drapers, Shades and Venetian Blinds, and Aluminum Siding Applicators are covered in Article III of this Agreement. All other Articles of this Agreement covering Carpenters shall also cover Resilient Floor, Carpet Layers, Drapers, Shades and Venetian Blinds, and Aluminum Siding Applicators.

7.21 All hand tools necessary for completing a floor or wall shall be furnished by Employees: knives, underscribers, rollers, tile cutters, kickers, stretchers, hand saws and all related items.

7.22 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 VIII PILE DRIVERS

8.1 Provisions Governing Pile Drivers (Applicable only to Employers employing Pile Drivers). The Pile Driver autonomy is as follows:

8.2 The EMPLOYER recognizes 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, pre-cast 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 cofferdams and the fabrication of material used in cofferdams; (5) the erection of all trestles, falsework and 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, unloading 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 manufacturing; (12) marine divers, tenders, and underwater construction work; (13) the job site preparation of all barges and scows to be used in pile driving work; (14) the operation of all deck or spud engines and the firing of all boilers on barges or scows; (15) all signaling pertaining to all pile driving work; (16) all other work hereafter awarded to pile drivers.

8.3 Wages. The wages of Pile Drivers shall be governed according to the schedule set forth in Article III.

8.4 General Working Conditions. A crew of pile drivers shall be as follows: enough men to safely perform the job and a foreman. On all floating rigs there shall be at least four (4) men and a foreman; for pulling of pile, the crew shall consist of at least five (5) men and a foreman.

8.5 On roller and skid rigs engaged in driving of piles, there shall be no less than five (5) journeymen and a foreman to constitute a crew.

8.6 When loading and/or unloading piling or pile driving equipment with a crane on a job site, there shall be no less than four (4) journeymen and a foreman in a crew.

8.7 All pile load tests shall be jacked by no less than one (1) journeyman per shift for the duration of the test.

8.8 A crew shall consist of two (2) journeymen or more as needed for cutting of wood piling underneath existing building.

8.9 On caisson work, when pile hammer or extractor is used installing or removing caisson shell, one (1) journeyman shall be included in the regular caisson crew.

8.10 A crew shall consist of five (5) journeymen and one (1) foreman or more as needed when assembling and driving shell piles requiring plastic cement or pitch and tar, rubber "O" rings. Show up time on all jobs will be according to Article V, Section 4.

8.11 On all wood or steel sheeting driven by a light steam or air hammer (equivalent to or smaller than a McKiernan Terry #3) when held by a crane, a crew shall consist of two (2) journeymen and a working foreman.

8.12 There shall be a minimum of two (2) journeymen and a foreman on all rigs used to pre-drill holes for piling and/or auguring of driven or jacked piles, including the shoring bracing and cribbing of jacking pits, manholes and shafts.

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

8.14 When a crew of two (2) or more welders is employed on a job operation, one (1) shall be designated as a working foreman and shall receive the current foreman's rate of pay so long as there is no other pile driver foreman on the job.

8.15 If bearing piles are to be cut off or skidways built, no member of the driving crew shall be used for this work while hammer is operating.

8.16 Pile drivers shall carry with them on the job a six (6) foot rule, and adjustable wrench twelve (12") inch, and a claw hammer. The EMPLOYER shall furnish all other tools required to do the pile driving work.

8.17 In the event the EMPLOYER decides it is necessary to work at any time during inclement

weather, the EMPLOYER shall make foul weather gear available for the Employees.

8.18 When a man is working in water where hip boots are insufficient, the EMPLOYER shall pay the man a premium of twenty-five cents (\$0.25) an hour for straight time and fifty cents (\$.50) an hour for overtime.

8.19 All employees directed to work for the EMPLOYER must be skilled in their trade.

8.20 Special certification test of a qualified pile driver/welder commences the welding test, he shall be placed on the payroll of the EMPLOYER and be paid pile driver's wages. A qualified pile driver/welder is one who passes a qualification test given by a recognized testing laboratory within the area covered by this Agreement.

8.21 The pile driving crew will be made up entirely of members of the Bargaining Unit.

ARTICLE IX PROTECTION OF PREVAILING WAGES AND CONDITIONS AND OF UNIT WORK

9.1 APPLICATION. The EMPLOYER is in the construction industry and both parties have elected to come under the provisions applicable to the construction industry contained in Section 8(e) of the National Labor Relations Act, as amended.

9.2 If an EMPLOYER, bound by this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the job site of the construction (alteration, painting or repair of a building, structure or other work) to any person or proprietor who is not signatory to this Agreement, the EMPLOYER shall require such subcontractor to be bound by all the provisions of this Agreement or the EMPLOYER shall maintain daily records of the subcontractor's Employees' job site hours and be liable for payments to the Fringe Benefit Funds and the Union as provided in this Agreement.

9.3 EMPLOYER, in recognition of the territorial and occupational jurisdiction of the UNION, shall not subcontract or contract out job site work coming within the jurisdiction of the Carpenters Union nor utilize on the job site the services of any other person, company or concern to perform such work that does not pay the prevailing wages under this Agreement. Prevailing wages under this Agreement means an amount equal to the sum of the applicable hourly wage rate and all fringe benefit contributions.

9.4 Any EMPLOYER who sublets any of the work coming within the jurisdiction of the Carpenters shall assume the obligation of any subcontractor to the extent of Carpenter labor employed on work under contract with the EMPLOYER for prompt payment of Employee's wages, Health and Welfare, Pension and Apprentice Training contributions, including reasonable attorney's

fees incurred in enforcing the provisions hereof, providing the subcontractor is not bonded as provided herein. The UNION will furnish, upon written request, certification to any EMPLOYER as to whether a subcontractor is adequately bonded, including expiration date of bond and that wages and payments to Health and Welfare, Pension and Apprenticeship contributions are current.

9.5 SUBCONTRACTING. The EMPLOYER agrees that he will not subcontract or assign any Bargaining Unit work to be performed at a job site to any contractor, subcontractor, or other person or parties who is not signatory to this Agreement or who fails to agree, in writing, to comply with conditions of employment contained in the Area Agreement including, without limitations, those relating to Union Security, rates of pay, working conditions, hiring and other matters covered hereby for the duration of the project.

9.6 If an EMPLOYER contracts or subcontracts any work covered by this Agreement to be done at the job site to any person or proprietor who is not signatory to this Agreement, the EMPLOYER shall require such subcontractor to be bound, in writing, by all the provisions of this Agreement for the duration of the project only. Any EMPLOYER, when notified by the UNION, in writing, before the final payment is made, shall assure himself that all wages and fringe benefits have been paid by the subcontractor employing members of the Bargaining Unit. When a contractor is notified by the UNION that a subcontractor is delinquent in payment of wages and/or fringe benefits, the contractor shall withhold final payment to the subcontractor. Notification may be verbal followed in writing if requested by the contractor. Final payment may be released when the UNION verifies that wages and/or fringes have been paid.

9.7 Consistency with Federal Law. All Provisions of this Article shall be interpreted, construed and applied in a legal manner consistent with the laws of the United States and not in conflict thereof. It is the intention of the parties hereto to comply with the provisions of the National Labor Relations Act, as amended, and in the event any provision 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.

9.8 Any reference in this Agreement to "he" shall be interpreted to mean "he/she." Any reference in this Agreement to "his" shall be interpreted to mean "his/her."

**ARTICLE X
WORKER'S AND UNEMPLOYMENT COMPENSATION
AND APPRENTICESHIP**

10.1 Worker's Compensation/Unemployment Compensation. An EMPLOYER who is a signatory to this Agreement shall be required to maintain adequate Worker's Compensation insurance coverage with a reputable insurance carrier for all of his employees covered by this Agreement and shall provide a certificate of insurance to the Local having jurisdiction thereof.

10.2 In addition, any EMPLOYER who is a signatory to this Agreement and who employs one (1) or more employees shall be required to be covered by and contribute to the Unemployment Compensation Fund of the State of Illinois.

10.3 In the event an EMPLOYER fails to comply with his obligation to maintain Worker'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 remove, at its option, his employees 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.

10.4 APPRENTICESHIP. The parties agree to be bound by the Agreement and Declaration of Trust establishing the Chicago and Northeast Illinois District Council of Carpenters Apprentice and Training Program by any present and future amendments thereto and irrevocably designates as his representative on the Board of Trustees, together with the successors selected in the manner provided in said Agreement and Declaration of Trust as it may be amended from time to time, and agrees to be bound by all action taken by said EMPLOYER Trustees pursuant to the said Agreement and Declaration of Trust.

10.5 APPRENTICESHIP WAGE SCHEDULE. All apprentices entering the program after June 1, 2001, will come under the following schedule:

- 1st year - 40% of Journeyman's Scale
- 2nd year - 50% of Journeyman's Scale
- 3rd year - 65% of Journeyman's Scale
- 4th year - 80% of Journeyman's Scale

ARTICLE XI ARBITRATION, STRIKES AND LOCKOUTS

11.1 Except as provided in this Agreement, any dispute concerning the proper interpretation and application of this Agreement shall be handled in the first instance by a meeting between a representative of the UNION and the employer within seven (7) days after the dispute has been initiated. In the event the dispute involves an issue concerning wages or other issues wherein the Union must have information or documents in order to proceed, the EMPLOYER must provide such requested information within three (3) days of a written request. Failure of the EMPLOYER to timely provide such information shall be deemed an admission of the UNION or employee's claim. This limitation period will only be extended by mutual agreement between the UNION and the EMPLOYER. Disputes must be raised within thirty (30) days of the date the employee or the EMPLOYER become aware of the events giving rise to the dispute. However, the UNION may file a grievance under this provision for a violation of the collective bargaining

agreement within thirty (30) days of a representative of the UNION first being made aware of the alleged violation. A representative of the Union is defined as any elected District Council officer or any appointed Business Representative.

11.2 In the event that the dispute is not resolved within seven (7) calendar days after the parties' first meeting, the matter shall be referred to the Permanent Arbitration Board ("PAB") in writing by the grieving party within seven (7) calendar days after the expiration of the seven (7) calendar day period. This limitation period will only be extended by mutual written agreement between the UNION and the EMPLOYER.

11.3 The arbitration hearing shall begin not later than fourteen (14) days after the date of referral to arbitration. Upon completion of the arbitration hearing, the parties may elect to submit written briefs to the arbitrator no later than seven (7) calendar days after the close of the arbitration hearing. The arbitrator shall issue a written decision and findings fourteen (14) calendar days after the completion of the arbitration hearing unless the arbitrator requests written briefs from the parties, in which the time for the arbitrator's decision shall be twenty-one (21) calendar days after the completion of the hearing. This limitation period may only be extended by mutual written agreement of the UNION and EMPLOYER.

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

Steven Briggs

Neil Gunderman

Lisa Salkovitz-Kohn

Robert McAllister

Donald Peterson

In the event that any designated arbitrator shall be unable or unwilling to act on the PAB, the Union and Employer Association shall mutually agree and designate a substitute. The grievance shall be sent to the arbitrators in rotation, each grievance being submitted to the next arbitrator on the list following the one to whom the most recently submitted grievance has been sent. Upon submission of the grievance, the arbitrator shall be requested to advise both parties promptly as to his earliest available hearing date or dates. If an arbitrator to whom a submission has been made shall be unable to offer a hearing date earlier than fourteen (14) calendar days from the date of delivery of the letter of submittal of a grievance, then, unless the parties agree otherwise, such grievance shall be sent to the next arbitrator in the rotational sequence. If no arbitrator on the list is able to meet the fourteen (14) calendar day deadline, then, unless the parties agree otherwise, submission shall be submitted to the listed arbitrator with the earliest available hearing date. The expense of the Arbitrator shall be shared by the parties in equal proportions. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have no authority to add to, subtract from or modify any provision of this

Agreement. There shall be no strikes, slow downs or withdrawal of men by the UNION while the dispute is being processed through this procedure.

11.5 The parties shall mutually exchange all documentation that is relevant to the dispute and requested prior to the arbitration hearing.

11.6 In the event that a party refuses to arbitrate or fails to comply with the decision of the Arbitrator, the other party has the right to avail itself of any lawful means necessary to compel compliance, including but not limited to, judicial intervention, work stoppage by withdrawing bargaining unit employees from the employer who violates this article, and strike activities.

11.7 In any arbitration hearing brought pursuant to this Article, the arbitrator shall have the authority to award the prevailing party its reasonable attorney fees and costs incurred in the action.

11.8 The administration of the PAB, including the selection of the arbitrators shall be by mutual agreement of the UNION and MARBA. The administrative procedures will be determined by mutual agreement of the UNION and MARBA and set forth in a separate document.

ARTICLE XII SAFETY-HAZARD-WELDING, ETC.

12.1 All Employees shall comply with and abide by the Health and Safety Act and the Health and Safety rules of the Department of Labor, State of Illinois and U.S. Department of Labor, National Health and Safety Act.

12.2 The receiving, care of, and issuing of all "carpenters and joiners" tools, safety equipment, foul weather gear and miscellaneous equipment shall be done by and under the supervision of a journeyman of the craft. This job may be incorporated with the saw filer if the filer has time.

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

12.4 Any ladders, scaffold planks or other scaffolding materials in an unsafe condition will not be allowed to remain on the job.

12.5 Adequate safety measures will be observed at all times when burning or welding is in process. A FIRST AID KIT SHALL BE KEPT ON ALL JOBS.

12.6 It shall be a duty of the Steward to report to the EMPLOYER any time proper safety precautions are not being observed. If immediate steps are not taken to correct the unsafe

conditions, the Steward shall instruct the Employees not to continue any work that will endanger their lives and report his actions to the EMPLOYER and the Business Representative.

12.7 An accurate report of absorption or amounts of radiation the men, covered by this Agreement, on any job are exposed to shall be filed with the UNION on a semi-monthly basis by the EMPLOYER.

12.8 It is agreed that, when Employees covered by this Agreement are engaged in any type of welding or burning, adequate safety precautions will be used and, when not confined to an open bench or cleared booth area, an employee covered by this Agreement shall be assigned to keep close watch over the welding and burning to eliminate any hazard from fire and shall be considered a welder helper. Protective clothing (gloves, coats, sleeves, aprons, pants) and safety protective equipment (such as welding hoods, goggles, air arc shields, etc.) to be furnished by the EMPLOYER to the Employees who are engaged in welding or burning.

12.9 If an Employee covered by this Agreement sustains an accidental injury arising out of his employment which requires immediate medical care off the premises during working hours, such Employee shall be paid his regular wages for the time necessarily spent in going to a physician's office, medical center or hospital, as well as time required to return to the job site. Except in unusual circumstances, these provisions shall be effective only on the date of the injury, unless subsequent visits during working hours are required by the EMPLOYER'S physician. When it is necessary for an Employee to be taken to a hospital immediately following an injury, he shall be taken to the hospital nearest to the job site at the EMPLOYER'S expense. In all cases of injury or death, a full workday's pay shall be received for the day of the injury or death occurred on the job.

12.10 Safe and adequate transportation from a job site following an injury, other than for a minor injury, shall be furnished by the EMPLOYER. If the Steward determines that someone must accompany the injured Employee to the hospital, medical center, physician's office or Employee's home, the EMPLOYER shall select a person that belongs to the United Brotherhood, who shall be compensated at his regular rate for such service.

ARTICLE XIII MOST FAVORED NATIONS

13.1 In no event shall any EMPLOYER be required to pay higher wage rates or be subject to more unfavorable wage rates, contract terms or work rules than those agreed to by the UNION in any written collective bargaining agreement with any other construction industry employer within the contract territory entered into subsequent to the effective date of this paragraph. In no event shall contract terms or work rules granted any subtrade by applied to general carpentry or any other subtrade. However, all employers operating within a subtrade shall have the benefits of this provision within that subtrade. This paragraph shall not apply to any national, international or state Agreement. This paragraph applies only to Employers represented by MARBA and to work within

the geographic area covered by the Basic Agreement as set forth in Article I of this Agreement.

13.2 It is further understood by and between the parties that it may become necessary for the Union, in its sole discretion and option, to determine additional zones, or areas within a zone, where a different wage rate or other conditions of employment is applied for single family dwellings. It is understood by and between the parties that should the Union exercise its option to have a different wage package or other conditions of employment for single family dwellings that such action on the part of the Union shall not be a violation of Article XI of this Agreement and any changes granted apply to all employers in the Zone covered by this Agreement.

13.3 Nothing herein shall be construed as allowing any employer party to this Agreement to pay an amount less than the wages or benefits of this Agreement or to change the employment standard provided herein.

ARTICLE XIV AGREEMENT AND EXPIRATION

14.1 Entire Agreement of the Parties. This represents the entire Agreement of the parties, it being understood that there is no other Agreement or understanding, oral or written. The EMPLOYER understands that the UNION is a fraternal society and, as such, 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 By-Laws, Constitution, or otherwise, shall have no effect, directly or indirectly, upon this collective bargaining agreement, any employment relationship or the relationships between the parties.

14.2 If an EMPLOYER withdraws from a Multi-Employer Association that is a signatory to this Agreement, the EMPLOYER must notify the UNION, in writing, of such withdrawal. But withdrawing from the Association, the EMPLOYER agrees to be bound to this Agreement for the remaining term of the Agreement until the EMPLOYER notifies the Union, in writing, of the desire to negotiate an individual Agreement.

14.3 This Agreement and its provisions thereof shall be in full force and effect beginning June 1, 2001, for Fringes and Wages and shall continue in full force and effect and be automatically renewed thereafter unless either party desires a change in the provisions of this Agreement, in which event they shall notify the other party of such desired change or changes one hundred twenty (120) days prior to the expiration date of this Agreement, which shall be May 31, 2005.

ARTICLE XV SUBSTANCE ABUSE AND RECOVERY PROGRAM

15.1 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.

15.2 Definitions.

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

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

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

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

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

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

15.3 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 .

15.4 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.

15.5 Drug/Alcohol Testing

The parties to this policy and program agreement that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions:

- a. 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 Instituted on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood test will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

15.6 Rehabilitation and Employee Assistance Program

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

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

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