

10/1/2001-9/30/2001<sup>5</sup>

K 8062  
1,700 workers

3 pp.  
+ 34  
37 pp.

**THE CHICAGO AND NORTHEAST ILLINOIS  
DISTRICT COUNCIL OF CARPENTERS  
AND  
RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL**

**INTERIM AGREEMENT**

**FOR COOK, LAKE, DUPAGE, WILL, KANE, KENDALL and MCHENRY  
COUNTIES**

This INTERIM AGREEMENT is made and entered into this 1st day of October, 2001 between the Chicago and Northeast Illinois District Council of Carpenters (hereinafter the "Union") and Residential Construction Employers Council (hereinafter "RCEC") including each of its signatory employers.

WHEREAS, RCEC and each of its signatory employers are bound to the Agreement negotiated by the Union and the Residential Construction Employers Council (RCEC) for the period of July 1, 1998 through September 30, 2001;

WHEREAS, the Union and the Residential Construction Employers Council (RCEC) have not reached an agreement on a successor collective bargaining agreement prior to the expiration of the 1998-2001 Agreement;

WHEREAS, the parties agree to continue negotiations in an effort to reach a successor Agreement to that which expired on September 30, 2001.

WHEREAS, the Union and RCEC including each of its signatory employers desire and intend to maintain the status quo and labor peace during this interim period;

NOW THEREFORE IN MUTUAL CONSIDERATION FOR THE COVENANTS CONTAINED HEREIN, the parties agree to the following:

1. Terms and Conditions. Except as modified in this Interim Agreement, the Union and RCEC agree to be bound to and abide by the terms and conditions as set forth in the 1998-2001 Agreement negotiated by the Union and the Residential Construction Employers Council (RCEC). To the extent the provisions are consistent with this Interim Agreement, the 1998-2001 Agreement is incorporated by reference into this Interim Agreement.

2. Wages. The rate of wages shall be as follows:

Effective October 1, 2001--\$ 2.05 increase to be allocated by the Union

Effective October 1, 2002--\$ 2.25 increase to be allocated by the Union

Effective October 1, 2003--\$ 2.20 increase to be allocated by the Union

Effective October 1, 2004--\$ 2.40 increase to be allocated by the Union

The allocation among the wages and any other contribution 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. Saturday Make-up Day. The Saturday Make-up Day will be in effect for residential work as defined during the calendar year under the following conditions: The regular work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.

(a). In the event that time is lost during the regular work week as a result of inclement weather or a holiday (as set forth in the Agreement) during the work week, then, by mutual consent of the Employer and the employees, the employee may work on the Saturday following the Friday of that regular work week at straight time to make-up a forty (40) hour work week.

3. Duration of the Interim Agreement. The parties agree that this Interim Agreement shall remain in full force and effect until an agreement on a successor residential collective bargaining agreement is reached or upon Fourteen (14) days written notice by any party to terminate this Interim Agreement.

CHICAGO AND NORTHEAST  
ILLINOIS DISTRICT COUNCIL  
OF CARPENTERS

RESIDENTIAL CONSTRUCTION  
EMPLOYERS COUNCIL

By: \_\_\_\_\_  
EARL J. OLIVER  
President/Executive Secretary-  
Treasurer

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Daily Labor

## REPORT

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Page A-11

News

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K 8062  
K 8965

### Construction Carpenters, Residential Employers Agree On Interim Contract With Wage Increases

CHICAGO—Nearly 20,000 residential carpenters in the Chicago area will work under the terms of an interim agreement while negotiators representing employers and the carpenters hammer out a final collective bargaining pact establishing employment terms.

The Residential Construction Employers Council and the Northeast Illinois District Council of Carpenters union Oct. 4 said both sides will honor an interim agreement, following the expiration of the previous three-year contract on Sept. 30. The interim pact, which was effective Oct. 1, reflects agreement between the parties on wages, benefits, and make-up work.

The interim agreement provides residential carpenters with \$8.90 per hour in new wages and benefits over four years. The incremental increases amount to approximately 5 percent for each year of the pact. With the exception of the new wage terms and the make-up language, all terms established under the previous pact will govern the labor-management relationship.

The carpenters union's council of delegates formally approved the interim agreement during a meeting Oct. 4. The union said the agreement allows workers and contractors to remain productive while the last issues are completed.

"The interim agreement will allow us to proceed at a rational pace to thoroughly discuss issues that impact the industry," said Earl J. Oliver, president of the district council.

Lou Couper, executive vice president of the RCEC, said the employers group and the district council made significant progress toward a final collective bargaining agreement, but failed to meet the expiration deadline. Couper said the parties ultimately decided to continue negotiations and extend economic terms to working carpenters under an interim agreement.

### Residential Work Strong in Chicago

Unlike many sectors of the economy, Couper said, residential construction in the Chicago area is strong, adding that an adequate supply of work remains in the pipeline. Couper said development of an interim agreement was critical to residential builders to maintain progress on current projects.

The employers council represents approximately 160 residential builders and contractors in Cook, Lake, DuPage, Kane, Kendall, McHenry, and Will counties.

The association announced in early September that it was ready to negotiate with the union (170 DLR A-3, 9/4/01).

The wage package provides \$2.05 per hour in new wages and benefits effective Oct. 1. Within that increase, \$1.57 will be provided in new wages, 40 cents will be directed to pension programs, and 8 cents will be devoted to apprenticeship fees. Residential carpenters in Chicago currently earn \$36.43 per hour in wages and benefits, of which is \$28.65 is paid in hourly wages.

Additional wage and benefit increases would be offered on Oct. 1 of 2002, 2003, and 2004. The hourly increases would be \$2.25, \$2.20 and \$2.40 respectively. Allocation between wages, pensions, and

### Terms Set for Saturday Makeup Work

The interim agreement also establishes terms for Saturday make-up work. Under the agreement a regular workweek will consist of five consecutive eight-hour days, Monday through Friday. If time is lost during a given week due to poor weather conditions or a holiday, the employee may work on Saturday at straight time to make up the 40-hour workweek.

The Carpenters District Council achieved healthy wage increases last February for carpenters working on commercial projects. The union reached a pact with employers paying 30,000 commercial carpenters \$8.40 per hour in new wages and benefits over four years (26 DLR A-2, 2/7/01). The district council and the Mid-America Regional Bargaining Association, which represented employers in the negotiations, reached the agreement four months early.

In a statement, Oliver said residential carpenters deserve the wage package, adding that the union will continue fighting to protect members' rights on critical contractual matters.

"This industry has been very profitable especially in recent years for most participants and the wage agreement is well earned and due to the carpenters' whose skill and ability makes these profits possible," Oliver said. "In upcoming discussions the union is determined to protect our members' wages, health care and pension benefits with a contractual agreement that provides protection against any employer who may attempt to cheat our members out of earned benefit contributions."

Oliver noted that while most employers are honorable, some have neglected their contractual obligations to unionized carpenters. He stressed that such practices would end under the new agreement through new worker protections.

"For too long, the union and its members have paid the price and shouldered the burden of employers who fail to pay the proper hourly contributions," he said. "This must stop."

*By Michael Bologna*

K 8062  
1,700 words

34 pgs.

**JOINT AGREEMENT**

**between**

**RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL (RCEC)**

**and**

**CHICAGO AND NORTHEAST ILLINOIS DISTRICT COUNCIL  
UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA  
(AFL-CIO)**

**of the COUNTIES of**

**KANE, KENDALL and McHENRY**

**in ILLINOIS**

**FOR THE PERIOD**

**July 1, 1998 - September 30, 2001**

**JULY 1, 1998 - SEPTEMBER 30, 2001**

**THIS AGREEMENT** entered into this 1st day of July, 1998, by and between the **RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL**, on behalf of its members who or which have assigned their collective bargaining rights, hereinafter called variously, the "EMPLOYER," "EMPLOYERS" or the "CONTRACTOR" as the context of this Agreement shall indicate is applicable, and the **CHICAGO AND NORTHEAST ILLINOIS DISTRICT COUNCIL OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, (AFL-CIO)** as bargaining agent for the Local Unions affiliated with said District Council, to wit: Local Union 2087, Crystal Lake; Local Union 363, Elgin; and Local Union 916, Aurora; hereinafter called the "UNION."

**WITNESSETH THAT:**

WHEREAS, this contract which covers the jurisdiction of the locals 2087, Crystal Lake; 363, Elgin, and 916, Aurora, whose territory is described herein: the counties of Kane, McHenry and Kendall 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 affiliated with the A.F.L.-C.I.O. 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:

**IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:**

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

**Section 1. Recognition.** The EMPLOYER recognizes the UNION as the sole and exclusive collective bargaining representative for the employees now or hereafter employed in the bargaining unit, with respect to wages, hours of work and all other terms and conditions of employment.

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; if no settlement is reached, representatives of the EMPLOYER and each international UNION shall meet at the job site and attempt to seek settlement of the dispute.

## **Section 2. Coverage.**

(a) **Geographic.** The geographic area of the Chicago and Northeast Illinois District Council of Carpenters includes McHenry, Kane and Kendall Counties in Illinois. This Agreement shall apply to all work, project or operations contained in this jurisdiction.

It is the intent of the parties to this Agreement to provide for the free flow of employees who are members of the Chicago and Northeast Illinois District Council, throughout the District Council contract area covered by any District Council Agreement.

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 EMPLOYER 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.

(b) **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, Section 3 hereof;
- (2) Millwrights, as that job classification is described in Article VI, Section 2 hereof;
- (3) Wood and Resilient Floor Layers and Finishers; Carpet Layers and Aluminum Siding Applicators as those job classifications are described in Article VII, Section 1 hereof; and
- (4) Pile Drivers as that job classification is described in Article VIII, Section 1 hereof;

PROVIDED, HOWEVER, that the bargaining unit shall not include employees performing work historically performed by employees in the job classifications set forth above if 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 1, Section 1, hereof.

**Section 3. Occupational Scope.** This Agreement covers 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 includes, but is not limited to, the milling, fashioning, joining, assembly, 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 material 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; Shipwrights, 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 or products used in the trade, or engaged as helpers to any of the above divisions or subdivisions; burning, welding, rigging and the use of any instrument or tool for layout work, incidental to the trade. When the term "Carpenters and Joiners" is used, it shall mean all the subdivisions of the trade.

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, structure of all descriptions, whether made of wood, metal, plastic or any other type of material; the erecting of structural parts of a house, buildings, 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 or machinery and the placing and/or leveling of these bolts is included.

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 forms used in concrete work.

The 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; the 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.

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.

The building, erecting and dismantling of all scaffolding and staging; the building and construction of all derricks; the making of mortar boards, boxes and trestles; putting in needle uprights; all shoring or 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.

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.

Building or 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.

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-cast concrete or substitute combinations and with any and all welding and burning incidental to carpentry.

The handling of all optical tooling equipment, which includes laser-maser equipment, transits, levels, jib 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.

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.

#### **Section 4. Residential Agreement.**

**RESIDENTIAL DEFINED:** Residential dwelling units are exclusively residential and shall not have any office space, commercial storage, retail or wholesale sales or any business that is commercial in nature.

Residential structures not containing an elevator and which are not more than three and one-half (3-1/2) stories in height and not attached to a residential structure containing an elevator, within the boundaries of a residential project, shall not be subject to the commercial rate of pay.

Residential Customer Service: See Article V, Section 9(a), General Working Conditions.

**Section 5.** 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 to those relating to Union Security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

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 by all the provisions of this Agreement for the duration of the project only.

Any EMPLOYER, when notified by the UNION, in writing, before 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.

## **ARTICLE II UNION SHOP AND CHECK-OFF AND INDEMNIFICATION**

**Section 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 employees in the bargaining unit 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.

**Section 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 later, as authorized 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.

**Section 3. Non-Discrimination.** There shall be no discrimination in employment because of any race, color, creed, sex, age or national origin.

**Section 4. Dues Check-Off.** It is agreed by the parties that after May 31, 1977, by written notice to EMPLOYER, a Union Dues Check-Off 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 "Check-Off Authorization Form." This amount shall be set by the Union. A change in this amount will be communicated in writing by the UNION,

The UNION shall defend, indemnify, and save the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability of action taken or not taken by the EMPLOYER for the purpose of complying with provisions of this Article.

Upon receipt of any Employee's written authorization, which shall be irrevocable for not more than one (1) year, or on the termination date of this Agreement, whichever occurs sooner, the EMPLOYER shall deduct from such Employee's wages the dues and assessments, certified in writing to the EMPLOYER by the UNION, and shall remit the same to the Welfare Office, together with a list of the names of Employees from whose pay deductions were made.

Such written authorization may be revoked by the Employee by written notice by registered mail to the EMPLOYER and the UNION, received by each during the ten (10) day period prior to the end of any authorization year or the applicable Collective Bargaining Agreement, whichever occurs sooner.

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

### **ARTICLE III WAGES AND FRINGE PAYMENTS**

**Section 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.

**Section 2.** The wage and fringe benefit rates for residential work shall be as follows, effective July 1, 1998:

Wages.....	\$25.16 per hour
Welfare Fund.....	\$ 3.80 per hour
Pension Fund.....	\$ 3.55 per hour
Apprentice Fund:	
(July 1, 1998 - December 31, 1998).....	\$ 0.25 per hour
(January 1, 1999 - June 30, 1999).....	\$ 0.17 per hour

\$1.50 increase in the wage and fringe benefit package, effective July 1, 1999, such increase to be allocated between wages and fringe benefits at the discretion of the Executive Board of the UNION with an attempt to place a greater emphasis on wages. Notice, in writing, of the allocation shall be given to the EMPLOYER by the UNION prior to July 1, 1999.

\$1.50 increase in the wage and fringe benefit package, effective July 1, 2000, such increase to be allocated between wages and fringe benefits at the discretion of the Executive Board of the UNION with an attempt to place a greater emphasis on wages. Notice, in writing, of the allocation shall be given to the EMPLOYER by the UNION prior to July 1, 2000.

**Section 3.** Any EMPLOYER bound to this Agreement which also performs commercial work hereby agrees to pay the wage rates as set forth in the current Commercial Collective Bargaining Agreement negotiated between the Fox Valley General Contractors Association and the Chicago and Northeast Illinois District Council of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, of the counties of Kane, Kendall and McHenry in Illinois for all commercial work that it performs.

#### **ARTICLE IV FRINGE BENEFITS**

The Sections under Article IV cover the following Associations: the Residential Construction Employers Council and the Chicago and Northeast Illinois District Council of the United Brotherhood of Carpenters and Joiners of America, covering the counties of McHenry, Kane and Kendall in the State of Illinois.

**Section 1.** The following Sections 1(a) through 1(d) refer to Agreements made between the Chicago and Northeast Illinois District Council of Carpenters and the Fox Valley General Contractors Association, and will remain in effect as part of this Agreement between the Residential Construction Employers Council and the Chicago and Northeast Illinois District Council of Carpenters.

(a) An Agreement and Declaration of Trust entered into by and between the Fox Valley General Contractors Association and the Chicago and Northeast Illinois 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.

(b) 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.

(c) An Agreement and Declaration of Trust, establishing the Chicago and Northeast Illinois District Council of Carpenters Apprenticeship Program, as amended by reference thereto, is hereby made a part of this Agreement.

## **Section 2. Rules Governing Fringe Benefits.**

(a) Such Welfare, Pension, Apprenticeship Funds 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 Locals 363, 916 and 2087 of the Chicago and Northeast Illinois District Council of Carpenters.

(b) 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 Funds as reflected by said report. Dues Check-Off shall be included on above report form.

(c)(i) All reports and payments of contributions due to the respective Fringe Benefit Funds shall be due on the fifteenth (15th) day of the month following the month in which the hours were worked.

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

(c)(iii) All delinquent reports and payments due shall be charged interest at the rate of two percent (2%) per month, compounded, for each month, for any portion of a month, that such contribution remains unpaid.

(c)(iv) 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 THIRTIETH (30TH) DAY following the date on which such charge was made to that EMPLOYER'S account.

(c)( v) Interest shall be charged on all delinquent account balances at the rate of two percent (2%) per month, compounded, for each month, or any portion of a month, such balance remains unpaid.

(c)( vi) If the actions of any EMPLOYER force the Trustees to demand a payroll audit to determine the amount due and owing the Fringe Benefit Funds, the costs of such payroll examination shall be at the expense of and charged to such EMPLOYER.

(c)(vii) 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.

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

(e) 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.

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

(g) If any EMPLOYER has failed to pay fringe benefits as 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 so determined shall conclusively be presumed to be the number of hours upon which benefit contributions are owed with respect to such employee.

(h) 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.

The notice requirements of this Section apply only if the above-specified events (items 1 through 8) affect the relationship of the EMPLOYER to the bargaining unit.

**Section 3. 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; or
- (b) Meet his weekly payroll; or
- (c) Maintain his Workers' Compensation and Unemployment coverage as set forth in Article X, Section 1.

And if in the event 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 Fund Office, the EMPLOYER shall pay in addition to the amount due, reasonable fees of Certified Public Accountants, if expressly used to establish amount due, and reasonable attorney's fees in achieving payment.

Each EMPLOYER signatory to this Agreement agrees at the time of execution of this Agreement the EMPLOYER shall have procured a cash bond or Surety Bond in the Principal sum as indicated below. Such Bond shall be written by an insurance carrier authorized, licensed, or permitted to do business in the State of Illinois. The surety bond and/or cash bond shall be payable to the UNION as Trustees for the benefit of employees employed by the EMPLOYER and for those acting on the Employees' behalf to insure prompt payment of wages and contributions to the Health and Welfare, Pension and Apprentice Training Funds. Such surety bond and/or cash bond shall be executed only on a uniform bond form furnished by the UNION and must be filed with the UNION. Unless otherwise increased by the President of the UNION, the principal amount of the bond shall be:

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

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.

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

**Section 4. 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 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 to be completed 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 the declaration of trusts establishing any of the Funds shall be subject to having this Agreement terminated by the UNION, by giving seventy-two (72) hours notice in writing to such EMPLOYER. The remedy provided for herein shall not be exclusive of any other remedy by way of suit in law or in equity, or otherwise for the collection of the amount due either by the UNION or by the Trustees or Administrators of any of the individual Funds.

**Section 5. Industry Advancement Fund.**

Each EMPLOYER shall contribute three (\$.03) cents for each hour worked for the EMPLOYER by those of his employees covered by this Agreement to the RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL INDUSTRY ADVANCEMENT FUND. 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 Dispute procedures established in Article XII.

**Section 6. United Brotherhood Of Carpenters Health & Safety Fund of America.**

Effective January 1, 1999, each EMPLOYER shall contribute two (\$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 HEALTH & SAFETY FUND OF NORTH AMERICA. Inasmuch as the existence and utilization of the 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 in Article XI.

**Section 7. United Brotherhood Of Carpenters Apprentice & Trainee Fund of North America.**

Effective January 1, 1999, each EMPLOYER shall contribute two (\$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 & TRAINEE FUND OF NORTH AMERICA. Inasmuch as the existence and utilization of the Apprentice & Trainee 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.

**Section 8. United Brotherhood of Carpenters Labor Management Education and Development Fund.**

Effective January 1, 1999, each EMPLOYER shall contribute two (\$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 increase 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.

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

**Section 9. 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 Illinois 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 this Article is contingent on one Trustee to be appointed by RCEC 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.

#### **Section 10    Miscellaneous**

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

### **ARTICLE V GENERAL WORKING CONDITIONS**

**Section 1.** Representatives of the UNION shall not be denied access to the CONTRACTOR'S Project Office or any part of the project for transaction of necessary business with the CONTRACTOR or employees.

**Section 2.    District Council Work Rules.** The Work Rules of the District Council, upon mutual agreement, will be incorporated as part of this Agreement.

#### **Section 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 this regular rate for such services. In the event an employee is injured in the course of his employment, he shall not be dismissed from such employment because of his injury, nor shall he be dismissed during the period of medical care required by said injury, unless there is no work available with his employer, or unless his dismissal is due to conditions beyond the control of the EMPLOYER.

(b) The Steward shall be a qualified workman, capable of performing the duties required of him and shall not be laid off, discharged or transferred without just cause, so long as other employees covered by this Agreement are employed on the project. In no case shall the Steward be transferred, discharged, laid off or fired until the Business Representative and the EMPLOYER meet on the job site in an attempt to settle the matter. The EMPLOYER at this time will present the Business Representative his reasons for laying off or discharging the Steward.

(c) 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 permissions, which shall only be issued between the hours of 8:00 a.m. and 4:30 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.

(d) Job Stewards shall be members of the bargaining unit and shall be included in all overtime work.

**Section 4. Show Up Time.** When a member 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, weather permitting, 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 pay, weather permitting. 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.

**Section 5. 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 4:30 p.m. If notice is not given, the EMPLOYER shall pay one (1) hour of wages plus all wages due him. However, when the one-hour penalty is in effect, the one (1) hour of wages shall be mailed to the Employee's home within twenty-four (24) hours. 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 additional pay, all of which shall be included in his last pay check.

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

**Section 6. Travel Pay.** An Employee who is required to travel to a jobsite shall be reimbursed for lodging when required to remain away from his home overnight. The expense allowance for lodging for each night shall be a minimum of \$50 per night.

**Section 7. Concrete Forms:** The CONTRACTOR will designate a sufficient number of Carpenters to watch and check, while concrete is being pored into forms erected by Carpenters.

**Section 8.** EMPLOYER further agrees upon request of the Carpenters District Council to provide copies of payroll checks prior to their being delivered to any employee to the business representative by facsimile or delivered to this office.

**Section 9. Tools, Tool Storage and Sheds.**

(a) 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. Employees 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.

(b) The EMPLOYER shall provide, as required by job conditions, a suitable shed or facility. Such facilities shall be heated, lighted and ventilated. The need for a separate shed will be at the discretion of the EMPLOYER and the Business Representative.

(c) The Employee shall at all times be responsible for his own tools during working hours of the Employee. In the event 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 of 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 list or inventory to make sure it is current. Also the EMPLOYER can request a new list or inventory from the Employee.

(d) EMPLOYER shall furnish and make available at the job site all reasonable equipment generally and customarily used to sharpen 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. All Employees shall report at the beginning of their employment with sharp tools.

(e) 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.

(f) Any time EMPLOYER'S tool and material cribs are used on jobs, an Employee is responsible for issuing such tools, equipment and materials as are used by members of the bargaining unit, an Employee shall be placed in charge of facilities in order that tools or equipment may be maintained in good order and materials may be issued properly.

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

**Section 10. Hours of Labor - 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 worked after the regular or adjusted work day, Monday through Friday, and work performed on Saturday, which will be compensated for at time-and-one-half.

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 is 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.

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.

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.

**Section 10(a). Saturday Make-Up Day:** Saturday Make-Up Day will be in effect for Residential Work as defined during the months of April, May, June, July, August, September, October and November, under the following terms and conditions: The regular work week shall consist of five (5) consecutive days of eight (8) hour days, Monday through Friday.

In the event that time is lost during the regular work week as a result of inclement weather, then, by mutual consent of the EMPLOYER and the Employee, the Employee may work on the Saturday following the Friday of that regular work week at straight time to make up to a forty (40) hour work week.

No Employee is obligated to work make-up time. An Employee's willingness to work on a Saturday Make-Up Day shall be strictly on a voluntary basis and no EMPLOYER shall discharge or take any other adverse employment action against any Employee who refuses to work on a Saturday Make-Up Day. All Employees on a particular building crew on a particular job site shall be offered the first opportunity to work the Saturday Make-Up Day on that job site, to the extent such work exists.

An EMPLOYER who desires to make use of the Saturday Make-Up Day must contact the UNION at the District Council no later than Friday of the week involved and notify the District Council of the job location, the number of carpenters employed on that job and the date on which time was lost due to inclement weather.

An EMPLOYER making use of the Saturday Make-Up Day shall report, on a form developed by the UNION and Association Committees, by job site, the names of the carpenters employed on the Saturday Make-Up Day and the number of hours worked by each carpenter. This report shall be sent to the District Council, by fax, no later than Wednesday following the Saturday on which the Saturday Make-Up Day was worked.

In the event there is a proven abuse of the provisions of the Saturday Make-Up Day then, upon written notice from the UNION, such EMPLOYER shall not be eligible for future Saturday Make-Up Days and the EMPLOYER shall be required to pay in accordance with the overtime provisions of the Agreement.

**Section 10(b). Residential Customer Service Work.** Customer Service Work on Saturday at straight time up to four (4) hours will be allowed if the Employee has not worked forty (40) hours during that week. If the Employee works over four (4) hours on Saturday, he or she shall be paid time and one-half. If the Employee has worked forty (40) hours during this week, then any hours worked will be paid at time and one-half.

Customer Service Work is permitted only on occupied dwellings and covered under warranty by the CONTRACTOR. This Customer Service Section does not cover any work that can be done during the normal work week, such as exterior work where the work can be done without the need of the occupant being home.

**Section 11. Foreman.** A Foreman shall be appointed where there are three (3) or more Carpenters on the job. A Foreman may be any man giving orders to two (2) or more men and shall be given Foreman wages. When there are nine (9) or more, the Foreman will supervise and not work with the tools.

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. Carpenters take orders only from the Foreman and he will be a member of the United Brotherhood of Carpenters and Joiners.

CARPENTER FOREMAN - \$1.50 per hour above the regular scale, when five (5) or more Carpenters are on the job. Ten percent (10%) per hour above the regular scale when there are eleven (11) or more Carpenters on the job.

MILLWRIGHT FOREMAN - \$1.50 per hour above the Millwright scale of wages.

PILE DRIVER FOREMAN - Ten percent (10%) per hour above the Pile Driver scale of wages.

**Section 12. Foreman From Bargaining Units.** Whenever a Foreman or General Foreman is chosen by the EMPLOYER, he shall be a person from the bargaining unit.

### **Section 13. Shift Work.**

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

(b) The First Shift (Day Shift) to start no later than 8:00 a.m. and shall consist of eight (8) hours work for eight (8) hours pay. The Second Shift (Afternoon Shift) shall start at 4:30 p.m. and consist of seven and one-half (7-1/2) hours work for which the Employee shall receive eight (8) hours pay. The Second Shift to receive a five percent (5%) premium on all amounts paid. The Third Shift (Midnight Shift) shall start at 12:30 a.m. and consist of seven (7) hours work for which the Employees shall receive eight (8) hours pay. The Third Shift shall receive ten percent (10%) premium on all amounts paid.

(c) Provisions governing shift work on a two (2) shift basis; all rules are the same as those governing three shifts except the percentage. There will be a five percent (5%) premium paid to the second shift.

(d) Provisions governing stand-by on three (3) shift basis; this will also be covered by the same rules as the three (3) shift schedule with the exception that the CONTRACTOR may utilize only equal number of men on each shift. These men MAY NOT be employed on regularly scheduled work. They are employed on stand-by for emergency work only.

(e) 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.

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

(g) 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 (2) the regular scale of wages. All overtime on shift work must be paid at Double (2) the regular scale of wages.



**Section 14. UNION Representation.** It is agreed that only those so authorized by the UNION shall be recognized to act for, or on 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.

**Section 15. 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.

**Section 16. Pick-Up Time.** All Carpenters will be picked up and off the job by 4:30 p.m., or end of work day.

**Section 17. Procurement of Labor.** The UNION and the EMPLOYER recognize that the UNION is in a position to aid the EMPLOYER in recruiting needed Employees who can meet the standards of the trade and who can promote the efficiency and safety of the operations of the EMPLOYER. 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 new 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. The EMPLOYER agrees to give all applicants fair consideration consistent with the policies of the National Labor Relations Act as amended. The EMPLOYER retains the right to reject any job applicant recommended by the UNION. Nothing in this paragraph shall be construed to limit the EMPLOYER from hiring from other sources. The EMPLOYER shall have the sole responsibility of hiring. Employees referred by the UNION shall present an introductory card to the EMPLOYER.

When the EMPLOYER requests the UNION to recommend job applicants to the EMPLOYER, the EMPLOYER will 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.

CONTRACTORS not domiciled in this District will be allowed to bring in two (2) Employees, namely the Superintendent and Foreman, the rest being hired from members in the Chicago and Northeast Illinois District Council of Carpenters area.

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.

The UNION when procuring men for the EMPLOYER shall have twenty-four (24) to forty-eight (48) hours to find qualified applicants for employment.

**Section 18. Equal Employment Opportunity (EEO) Clause.**

Notwithstanding any other provision of this Agreement the EMPLOYER shall have the right to take any and all actions necessary to comply with Federal or State legislation, lawful regulations or requirements set forth in proposal documents by Federal or State users of construction services with respect to providing equal opportunity.

**ARTICLE VI  
MILLWRIGHT TRADE AUTONOMY**

**Section 1. Provisions Governing Millwrights.** (Applicable only to EMPLOYERS employing Millwrights.) Millwright trade autonomy is as follows:

(a) With the mutual understanding that time and evolution bring about change in terms of identification of machinery and equipment, and that basically the knowledge, skill, and ability to perform the work remains unchanged, the description of Millwright work thus qualified is herewith set forth in the Occupational Scope. The UNION will at all times endeavor to supply qualified Millwrights and Millwright Foremen to the CONTRACTOR.

(b) No power tools or special tools or equipment are to be leased, rented, or loaned to EMPLOYER by a member while working on the job, nor shall any Millwright be required to loan any tools to any other craft.

(c) All power tools and any special tools or equipment used by Millwrights shall be furnished by the EMPLOYER. Any hammer three (3) pounds or more, chisel over one (1) inch, adjustable wrench over twelve (12) inches, open-end wrench over one and one-half (1-1/2) inches, Allen wrench over one-half (1/2) inch, shaft level over twelve (12) inches, any drill other than Standard Index drill set up to one-half (1/2) inch, and tap N.C. over one-half (1/2) inch shall be furnished by the EMPLOYER.

(d) All expendable tools such as drill bits, taps, files, hacksaw blades, etc., that are worn, cut or broken on the job shall be replaced by the CONTRACTOR.

(e) The Millwright wages shall be governed according to the Carpenter's wages as set forth in Article III, Section 2.

(f) Where Millwrights are working on a crew with other crafts, the Millwrights will receive the highest wages of the other crafts involved.

(g) No laborers should be used in conjunction with any Millwright work.

**Section 2. 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 rehabilitation 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, and all channel-type free-trolley I-beams, and all types of monorails and tram rails, including conveyors built of wood, steel, pipe or fiber, riveted, bolted, welded, and all supports and adjuncts, connected therewith. All fabrication, installation, dismantling and maintaining of all chain type, dragline, airveyor, power-driven, pipe-constructed conveyors, including all other supports and adjuncts necessary for their installation. All grain-handling devices, all scales, all 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. Setting and maintaining of all portable mixers, the making, setting and drilling and pouring of all bolts for the installation of machinery and equipment. All coal handling machinery, drive crushers, and conveyors of steel, wood, pipe or fiber. Framing and setting of all bridge trees of wood, all foundation beams or timbers used for the reception of machinery. The handling of all hand and power rigging. Erection of all wooden derricks to be used by millwrights and the 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. The installation of recreational equipment in connection with bowling alleys, such as pinsetters and related equipment in its entirety. The handling of all 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. Installation of all airveyors, cable drag-lines and their 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. Installation of all X-ray equipment. Fabrication and erection of scaffolding required for the installation of machinery. Fabrication, setting and dry-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 precision setting of atomic reactor intervals. Installation of all dam rollers in its entirety and its adjuncts. The running of machinery; covering, making and installing of all skids for machinery regardless if they are wood, steel or fiber and removing of same; erection and fabrication of 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; installation of all material handling conveyors, whether they be temporary or permanent; the handling of optical tooling equipment, transits and precision instruments for the setting of machinery; installing of anchor

bolts, cinch anchors, self-tapping anchors and any device for securing of machinery and its adjuncts; forming, grouting and dry-packing of all machinery; installation of rotary valves, slide valves (mechanical or hand operated) chutes, and spouts regardless of gauge; and the steam cleaning of all machinery; the handling, cleaning, erecting, installing and dismantling of all machinery and equipment; installation of escalators, elevators, shoe cleaning machines, and traveling walkways, jet or rocket powered machinery, drilling, tapping, honing, broaching, lapping, handling, setting and machining of sole plates regardless of what they support; all drilling, tapping and welding that may be required; lubrication of all equipment and machinery is the work of the Millwright; exterior forms of the containment vessel; complete setting and leveling by any means of the ring girder or base plus necessary cleaning, scraping or machining; all apertures or openings, including access door frames, etc. ...in the containment vessel will be rigged, placed, aligned, and secured by Millwrights; placing, leveling and aligning of reactor vessel, including use of optical instruments, laser or maser beams; the installation and securing of biological shields where void is poured and concrete is 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 the rod pressure housing, push rods and mechanical equipment in connection with same; installation of control rods and drives, shut-down rods, drives and guide sleeves; the field welding in conjunction with control rod drive housing will be performed by Millwrights. The set up and operation of all machine tools on the job site, whether they are portable or stationary, such as lathes, milling machines, shapers, saws, grinders, etc., used for the setting and fitting of any equipment. The setting, welding and installation of the supporting steel for the control rod drives. The handling and installation of all cribbing. The assembly of ladle cars. The installation of lubricators and handling of all garage equipment including hoists, wash racks and aligning equipment.

**Section 3. General Working Conditions.** Millwrights shall be allowed a minimum of fifteen (15) minutes pick-up time. Minimum crew shall consist of one (1) Millwright drawing Foreman's pay. When Millwrights or Carpenters are welding or burning, a two (2) man crew shall be used.

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 (1) 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 as working Foreman.

Foremen may work with their tools, but not to the point where it interferes with their duties as Foremen.

## **ARTICLE VII**

### **WOOD AND RESILIENT FLOOR LAYERS AND FINISHERS: CARPET LAYERS AUTONOMY ALUMINUM SIDING APPLICATORS**

**Section 1.** Provisions governing Wood and Resilient Floor Layers and Finishers. (Applicable only to EMPLOYERS employing Floor Layers.) The Floor Layers autonomy is as follows:

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

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

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

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

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

The take-up and relaying of all materials in aforementioned jurisdiction.

All machine and/or binding and serging whether performed on job sites or in shop, whether accomplished by hot iron, cemented, cemented tape, tacked, stapled or sewed method, on the job site or in shop.

Drilling of all holes for sockets and pins.

Drilling of holes, insertion of dowels and placing of slats.

Installation of all metal, rubber, vinyl, wood and/or plastic trim and accessory materials pertaining to all work covered by aforementioned jurisdiction regardless of method of securing and/or fastening.

Removal of all old material which is to be replaced by material or materials in aforementioned jurisdiction.

Sanding and necessary preparation of all surfaces to be covered by materials in aforementioned jurisdiction, whether performed by hand or machine.

The spreading of all adhesives and priming of all surfaces receiving materials listed in aforementioned jurisdiction.

The washing, waxing, finishing and treating of all materials listed in above jurisdiction.

The handling, distribution, and unpacking of all materials listed in aforementioned jurisdiction.

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

The term "Shades and Venetian Blinds" shall include all manner of making, measuring, repairing, sizing, handling, and installation of necessary fixtures and hardware for same.

**Section 2. Aluminum Siding Applicators.** Work coming 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.

**Section 3. General Working Conditions.** No Employee shall be permitted to do any piece work or work on a yardage or squareage basis.

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's tools or materials from the shop to the job or from one job to another.

**Section 4. Wages.** The Resilient Floor, Carpet Layers, Drapers, Shades and Venetian Blinds, and Aluminum Siding Applicators are covered in Article III, Section 2, of this Agreement. All other Articles of this Agreement covering Carpenters shall also cover Resilient Floor, Carpet Layers, Drapery, Shades and Venetian Blinds, and Aluminum Siding Applicators.

**Section 5.** All hand tools necessary for completing a floor or wall shall be furnished by Employees, such as: knives, underscribers, rollers, tile cutters, kickers, stretchers, hand saws and all related items.

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

## **ARTICLE VIII PILE DRIVERS**

**Section 1. Provisions Governing Pile Drivers.** (Applicable only to EMPLOYERS employing Pile Drivers.); The Pile Drive autonomy is as follows:

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 thereafter awarded to pile drivers.

**Section 2. Wages.** The Pile Drivers' wages shall be governed according to the schedule set forth in Article III, Section 2.

**Section 3. 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 six (6) men and a foreman; for pulling of pile, the crew shall consist of at least five (5) men and a foreman. A crew shall consist of not more than ten (10) men, and a crew and foreman may handle only one (1) rig. Any man working as top man setting leads, etc., shall receive ten percent (10%) above the regular scale paid. The crew on pipe line work will be four (4) men and a foreman plus divers and tenders. When two or more crews are being used on one job in regard to pile driving work, the General Foreman shall be a member of the Brotherhood. When moving floating rigs with material or derricks they will be manned by two (2) journeymen and a foreman from the harbor or the yard to the job site. Show-up time on all jobs will be according to Article V, Section 4.

**Section 4.** The heading, chopping, or splicing of wood piles shall have extra men added to the regular crew. All preparation of piling including jetting, bailing, pumping, syphoning, and welding of buoy plates or points shall be the work of a pile driver. When there is steady burning and welding during driving or pulling of piling, an additional journeyman will be required in a crew. When a winch man or spool man is being used, there shall be extra men in the crew.

Also to include: the digging of trench for pipe line work and back filling of same and testing of pipe line; the placing of riprap, fill stone, beddingstone, coverstone, and concrete blocks; the manning of all floating equipment that is used in the removal of materials or obstructions of any nature, riprap included — that retard or interfere with the driving of piles or with the placing of wales, bolts, rods; and other pipe line work.

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**

**Section 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.

**Section 2. Scope of Foregoing.** Sections 1 and 2 of this Article relate solely to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting or repair of building, structure or other work.

**Section 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.

**Section 4. 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.

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 MARKET AND GEOGRAPHIC AREA COMMITTEE**

**Section 1. Purpose.** The purpose of the Committee shall be to provide a mechanism to assist signatory EMPLOYERS in remaining competitive in certain market and/or geographic areas so as to protect and assure continued work opportunities for Employees covered by the Area Agreement.



## **Section 2. Scope and Authority.**

(a) The Market and Geographic Area Committee is authorized and created pursuant to this Article on the Area Agreement.

(b) The Committee shall review only formal EMPLOYER requests for changes or modifications to the Area Agreement believed necessary to meet market or geographic area competition, or formal requests for multi-craft project agreements initiated by the National Heavy and Highway Committee and/or the National Building and Construction Trades Department, and it shall be determined if adequate economic justification is present to warrant recommending any changes, modifications or project agreement(s).

(c) Unless otherwise mutually agreed to, the Committee shall review EMPLOYER requests involving private work and project agreement requests from the National Heavy and Highway Committee and/or National Building and Construction Trades Department.

(d) The Committee shall not be authorized to add to, subtract from or otherwise modify terms of the Area Agreement except as provided in this Article.

(e) The Committee shall not act in an arbitrary or capricious manner.

## **Section 3. Definitions.**

(a) **Market Area.** A "market area" is considered to be a type or category of work.

(b) **Geographic Area.** A Geographic Area is a particular geographical area within the ten (10) county territorial jurisdiction of the Chicago and Northeast Illinois District Council of Carpenters Area Agreement.

(c) **Adequate Economic Justification.** As used in Section 2(b) of this Article, it means the request must be supported by VERIFIABLE data. The Committee may accept data as presented or request that it be verified and substantiated by the UNION, which shall have the authority to do so.

**Section 4. Committee Composition.** The Committee shall be composed of three (3) representatives of the EMPLOYER and three (3) representatives of the UNION.

## **Section 5. Meetings and Voting.**

(a) A Committee meeting may be called by any two (2) members of the Committee at the request of any party to the Area Agreement, and such requests shall be made by mail to all participants with at least a ten (10) day notice. This requirement may be waived upon mutual agreement if the circumstances so dictate.

(b) The Committee at its meeting shall ascertain whether a market area has been substantially lost or is rapidly being lost. If an affirmative determination is made, the Committee may recommend an addendum to the master Agreement, the content of which will be subject to a majority vote of the Committee. Any Addendum would become effective upon approval of the Council and the Association party to the Area Agreement and becomes effective on the date specified in any such addendum as to each EMPLOYER only within those portions of the geographic area(s) in which such EMPLOYER is bound to a Collective Bargaining Agreement with the UNION and only as to those portions of the Geographic Area and/or Market Area as specifically described in any such Addendum.

(c) The Committee shall also determine, from time to time, whether or not to recommend that any addendum shall continue to apply, be terminated or otherwise modified provided, however, that any job or project covered by an addendum shall remain covered until job/project completion.

## **ARTICLE XI ARBITRATION, STRIKES AND LOCKOUTS**

Except as provided in Article III, Section 4 of this Agreement, any dispute as to proper interpretation of this Agreement shall be handled in the first instance by a Representative of the UNION and the EMPLOYER and if they fail to reach a settlement within two (2) days, it shall be referred to a Board of Arbitration composed of one (1) person appointed by each party, the two (2) so appointed to select a third member. In the event that the two (2) so appointed arbitrators are unable within two (2) days to agree upon the third arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) names from which the third member shall be selected. The decision of the Board of Arbitrators shall be handed down within two (2) days after the selection of the third member and the decision of the Board of Arbitrators shall be final and binding upon both parties.

Except as provided in Article III, Section 4, of this Agreement, the Board of Arbitration shall have jurisdiction over all questions involving the interpretation and application of any Section of this Agreement. It shall not, however, be empowered to handle negotiations for a new Agreement, changes in the wage scale or jurisdictional disputes.

Each party shall individually pay the expense of the arbitrator it appoints and the two (2) parties shall jointly share the expense of the third arbitrator. There shall be no stoppage of work during arbitration.

It is expressly understood that in the event of any inconsistency between this Section and Section 3 (Occupational Scope), said Section 3, Article I, shall govern when applied to jurisdictional disputes only.

**Section 2. Strikes and Lockouts.** The UNION and the Employees it represents, agree that it will condemn and will not authorize, encourage, or promote any curtailment or restriction of production, sit-down, slow down, or other form of strike or work stoppage on the part of any employee, or group of employees, in the unit covered hereby. Same shall be grounds of immediate disciplinary action, including discharge by the EMPLOYER of any or all such employees.

There shall be no lockout by the EMPLOYER during the term of this Agreement.

## **ARTICLE XII MOST FAVORED NATIONS**

(a) 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 Collective Bargaining Agreement with any other construction industry employer within Kane, Kendall and McHenry Counties, Illinois. In no event shall wage rates, contract terms, or work rules granted any sub-trade be applied to general carpentry or any other sub-trade. However, all EMPLOYERS operating within a sub-trade shall have the benefits of this provision within that sub-trade. This paragraph shall not apply to the terms and conditions of any national or international agreement, nor the terms and conditions of any contract involving shop, stair shops, in-plant industrial, municipal, factory, millmen, component parts, maintenance agreements, CEDA and such other similar governmentally funded community programs and governmental agreements, nor to the terms and conditions in effect for the first one hundred eighty (180) days of an agreement with an EMPLOYER who had not been bound to an agreement with the UNION during the prior twelve (12) month period. (Agreements lasting more than one hundred eighty (180) days must be approved by the Labor-Management Committee established under this Article;)

(b) Notwithstanding anything to the contrary above, in the event the UNION shall establish prior to bidding or award for a particular contract, or identifiable sector or specialty work, any wage rates, contract terms or work rules that will be applicable to that contract, sector or specialty work which are more favorable to the EMPLOYER than those contained in this Agreement, then all EMPLOYERS bidding on that project, section or specialty work shall be entitled to that benefit of such more favorable terms.

The UNION shall promptly provide the Labor-Management Committee established under this Article with written notice of the establishment of such more favorable terms. In the event that subsequent to the award of a particular contract, the UNION through the President of the District Council or his designee for good cause desires to establish more favorable wage rates, contract terms or work rules for that contract, said more favorable terms shall become effective with the concurrence of the Labor-Management Committee established under this Article.

(c) The Labor-Management Committee established under this Article shall consist of the President of the District Council and one (1) representative appointed by the Residential Construction Employers Council.

**ARTICLE XIII  
WORKERS' COMPENSATION AND UNEMPLOYMENT COMPENSATION  
AND APPRENTICESHIP**

**Section 1. Workers' Compensation and Unemployment Compensation.** Any 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.

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.

In the event an EMPLOYER fails to comply with his obligation to maintain Workers' Compensation insurance or Unemployment Compensation coverage as set forth in this Section or furnish adequate proof of such compliance to an authorized Union Representative, the UNION may, at its option, remove 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.

**Section 2. Apprenticeship.** A joint apprenticeship committee; consisting of EMPLOYERS or EMPLOYER representatives and representatives of the UNION shall be selected by the parties to this Agreement to formulate standards of apprenticeship for conformity with minimum standards of the Bureau of Apprenticeship and Training, U.S. Department of Labor. These standards shall establish non-discriminatory selective procedures, a progressive schedule of wages, job training, periodic examinations, ratio, classroom instruction and adjustments of complaints, and shall establish a system of administration and supervision. The apprenticeship standards thus formulated shall become part of this Agreement.

The EMPLOYER may hire two (2) apprentices for every five (5) journeymen employed.

**APPRENTICESHIP AND WAGE SCHEDULE**

All Apprentices entering the program on or before September 1, 1988, will come under the following schedule:

First Year	- Fifty (50%) percent of Journeyman's Scale
Second Year	- Sixty (60%) percent of Journeyman's Scale
Third Year	- Seventy-five (75%) percent of Journeyman's Scale
Fourth Year	- Ninety (90%) percent of Journeyman's Scale

All Apprentices entering the program after September 1, 1998, will come under the following schedule:

- First Year - Forty (40%) percent of Journeyman's Scale
- Second Year - Fifty (50%) percent of Journeyman's Scale
- Third Year - Sixty-five (65%) percent of Journeyman's Scale
- Fourth Year - Eighty (80%) percent of Journeyman's Scale

These rates are based on eight (8) 1,000 hour periods over the four (4) year period.

### **Section 3.**

(a) Subject to the provisions of Paragraph B, an EMPLOYER who regularly employs apprentices shall be eligible to hire, anywhere in the ten (10) county geographical area of the District Council, individuals whose names appear on the then current list maintained by the Apprentice Coordinator of individuals who have applied for admission into the Apprenticeship Program and passed the general aptitude test but who have not as yet begun attending classes. An EMPLOYER may hire such Employees for a period not to exceed three (3) months or upon entry into the Apprentice School, whichever comes first. For the purposes of determining the apprentice ratio, employees hired under the provisions of this Section 3 shall be considered to be apprentices.

(b) The provisions of Paragraphs A and C shall be in effect only for Residential Work, as defined, and only during months during which fewer than 7.5% of the apprentices enrolled in the Apprenticeship Program are unemployed, as certified by the Apprentice Coordinator.

(c) As to Employees hired under the provisions of this Section, the EMPLOYERS shall pay wages in an amount equal to that of first year apprentices but shall otherwise be exempt from making contributions on such Employees to the Welfare, Pension and Apprenticeship Funds. Hours worked by individuals employed under this Section shall be reported monthly on a special form developed by the District Council.

(d) Employees hired under this Section shall be required to obtain a permit from the UNION.

(e) The provision of this Section shall not apply to any individual who has been notified to report to class who does not do so.

(f) The employment of Employees under this Section shall not result in the lay-off of journeymen or indentured apprentices. Nor shall the same in any way become a detrimental factor to apprentice training as determined by the Apprentice Coordinator.

(g) Permits shall only be issued by the President of the District Council or his designee for a thirty (30) day period and shall be renewed for an additional thirty (30) day period upon the request of the EMPLOYER. Failure of the EMPLOYER to renew the permit after the thirty (30) day period shall entitle the Employee to full payment of journeymen wages for all the hours worked after the expiration of the permit. The EMPLOYER may request additional thirty (30) day periods. Failure of the Union to deny the request in writing within five (5) work days shall constitute the issuance of a permit for an additional thirty (30) days.

## **ARTICLE XIV AGREEMENT AND EXPIRATION**

**Section 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, either 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 relationship between the parties.

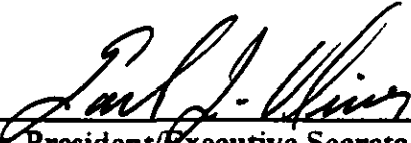
**Section 2.** If an EMPLOYER withdraws from a Multi-Employer Association that is a signatory to this Agreement, the EMPLOYER must notify the UNION, in writing, of such withdrawal. By withdrawing from the Association, the EMPLOYER agrees to be bound to this Agreement for the remaining term of the Agreement until the EMPLOYER notifies the UNION, in writing, of the desire to negotiate an individual Agreement.

**Section 3.** This Agreement and its provisions thereof shall be in full force and effect beginning July 1, 1998, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the

1st day of July, 1998.

CHICAGO AND NORTHEAST ILLINOIS  
DISTRICT COUNCIL OF CARPENTERS



\_\_\_\_\_  
Earl J. Oliver, President/Executive Secretary-Treasurer



\_\_\_\_\_  
Jeffrey Isaacson, First Vice President

RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL for and on behalf of those of  
its present and future members who assign the authority to represent them for collective  
bargaining purposes.

By: \_\_\_\_\_

