

K 8060  
1,000 workers

10/1/2001-9/30/2002

3 pp.  
730  
33 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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News

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### 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

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1,000 workers

30 pg.

**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)**

**COUNTY of WILL**

**in ILLINOIS**

**FOR THE PERIOD**

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

**RESIDENTIAL**

**THESE ARTICLES OF AGREEMENT** are made and entered into for the geographical area of Will County, Illinois, effective July 1, 1998, between the **RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL** on behalf of those members who or which have assigned their collective bargaining rights, hereinafter referred to as the **EMPLOYER**, and the **CHICAGO AND NORTHEAST ILLINOIS DISTRICT COUNCIL OF CARPENTERS** representing the affiliated locals, hereinafter referred to as the **UNION**.

For the purpose of this Agreement, residential construction shall be defined as dwelling units restricted to three (3) stories or less. Transient units such as hotels, motels and motor courts shall not be considered dwelling units.

Any individual contractor not a member of the **EMPLOYER** as referred to above may receive the benefits and assume the obligations of this Contract with the **UNION BY SIGNING AN EXACT CONTRACT AND BY AGREEING TO BE BOUND BY THE TERMS AND PROVISIONS THEREOF**.

When the term "Employee" or "Employees" is used in this contract, it shall mean only such Employees as are covered by this Contract.

#### **PURPOSE OF CONTRACT**

The purpose of this Contract is to arrive at a mutual understanding between the signatory **EMPLOYER** and the **UNION** regarding hours of work, working conditions, minimum wage scale, overtime pay; to stabilize employment and improve working conditions, promote safety and the welfare of the Employee, economy of operation, elimination of waste, quality of service and the protection of property; to establish a procedure for the peaceful adjudication of disputes and grievances and to set up the method by which these results are to be attained.

#### **SCOPE OF WORK**

This Contract covers all Employees of the **EMPLOYER** signatory to this Contract engaged in work properly coming under the jurisdiction of the **UNION** and classified as Residential Construction. **IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:**

## ARTICLE I

**Section 1. Recognition:** The EMPLOYER agrees to recognize the UNION as the sole and exclusive bargaining agent for all of those Employees engaged in performing work properly coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as defined in its Trade Autonomy and established by decisions of record of the Building Trades Department of the American Federation of Labor and/or decisions rendered by the National Joint Board for Settlement of Jurisdictional Disputes.

The UNION agrees to recognize the Employers Association named in the above caption as the sole and exclusive bargaining agent for all Employees engaged in work properly coming under the jurisdiction of the UNION and classified as Residential Construction.

**Section 2. Employer's Responsibility:** The EMPLOYER agrees to recognize and assign work in accordance with current procedural rules of the National Joint Board for the Settlement of Jurisdictional Disputes in effect at the time a dispute may occur, and further agrees to require any subcontractor to whom he may award a subcontract covering any work on any project to also recognize and assign work in accordance with current procedural rules of the National Joint Board in effect at the time a dispute may occur. Any EMPLOYER who sublets any of his work must sublet such work subject to the provisions concerning wages, hours and working conditions as hereinafter set forth in this Contract.

**Section 3. Work Assignments:** The EMPLOYER signatory to this Contract shall be governed by the latest "Plan for Settling Jurisdictional Disputes Nationally and Locally as Approved by The Building and Construction Trades Department, AFL-CIO," (Green Book and Blue Book) and shall adhere to the following procedure.

(a) Where a decision of record applies to the disputed work, or where agreement of record between the disputing trades applies to the disputed work, the EMPLOYER shall assign the work in accordance with such agreement or decision of record.

(b) Where a national agreement between the disputing trades applies that has been filed with the Joint Board and attested by the Chairman, even though not an agreement of record, the EMPLOYER shall assign the work in accordance with such Agreement.

(c) Where no decision or agreement under (a) or (b) applies, the EMPLOYER shall assign the disputed work in accordance with the established practice in the local area.

ALL EMPLOYERS who are signatories to this Contract have subscribed their willingness to abide by the decisions and rules of procedure as prescribed by the National Joint Board for Settlement of Jurisdictional Disputes.

**Section 4. Union Security:** All present Employees who are or become members of the UNION shall remain members in good standing as a condition of their employment. All present Employees who are not members of the UNION and all Employees who are hired hereafter shall become and remain members in good standing in the UNION as a condition of their employment not later than eight (8) days following the beginning of their employment or the effective date of this Contract, whichever is the later, as authorized in Section 705 of the Labor-Management Reporting and Disclosure Act of 1959 which amends Section 8 of the National Labor Relations Act as amended by Section 704(b). Upon written notice from the UNION notifying the EMPLOYER of the failure of any Employee covered by this 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.

**Section 5. Protection of Prevailing Wages and Conditions and of Unit of Work:**

(a) **Application:** The EMPLOYER is in the construction industry and both parties have elected to come under the provision applicable to the construction industry contained in Section 8(3) of the National Labor Relations Act, as amended.

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

(c) **Subcontracting - Unit Work:** The territorial and occupational jurisdiction of the UNION, as stated in this Agreement, shall be recognized to the end that the EMPLOYER shall not subcontract or contract out such work nor utilize the services of any other person, company or concern to perform such work, without the express written consent of the UNION. If the UNION consents, in writing, to the subcontracting or contracting out of any such work, the EMPLOYER agrees that it shall not use for the performance of such work any person, company or concern that does not observe the same wages, fringe benefits, hours and conditions of employment as enjoyed by the Employees covered by this Agreement.

(d) **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.

**Section 6. 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 operation of the EMPLOYER. 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 and the EMPLOYER agrees to give such applicants fair consideration consistent with the policies of the National Labor Relations Act, as amended. Nothing in this paragraph shall be construed to limit the EMPLOYER from hiring from other sources.



## ARTICLE II

Section 1. **Management:** It is understood and agreed that the direction of working forces and the right to suspend, transfer, lay off, promote, demote or relieve Employees of their duties shall be vested exclusively in the EMPLOYER, provided, however, that the EMPLOYER shall not use this right for the purpose of discriminating against any Employee because of his membership or legitimate activities in the UNION.

It is understood that the EMPLOYER is to be the sole judge of the number of Employees needed on any particular job.

Section 2. **Insurance - Employer's Number:** The EMPLOYER agrees to file a valid certificate of Workers' Compensation insurance approved by the State of Illinois and date of expiration of the policy with the UNION or its official representative which information shall be available to the public on demand. The EMPLOYER shall also have an Employer's Number and shall pay Social Security on any Employee covered by this Contract. He shall further elect to come under the Illinois State Unemployment Insurance Act and pay unemployment compensation insurance on all Employees.

Section 3. **Failure to Pay Wages and Fringes:** In the event the UNION and/or the Trustees are required to file suit by reason of an EMPLOYER's failure to:

(a) Maintain his monthly welfare and pension contributions to the account of the Illinois State Council of Carpenters and to the Carpenters District Council of Will County and vicinity;

(b) Meet his weekly payroll;

(c) Maintain his Workers' Compensation and coverage's as set forth herein; and a judgment is rendered in favor of the UNION and/or Trustees, as part of said judgment, a reasonable amount of attorney's fees and court costs shall be awarded them by the court. After the UNION and/or the Trustees are awarded said judgment, the UNION shall have the rights, at its option, to require said EMPLOYER to furnish a suitable bond with a reputable surety company guaranteeing his performance of Item (a) as set forth in this Section prior to any resumption of the instant agreement with said EMPLOYER.

Irrespective of the other remedies set forth herein, and not to the exclusion of any other remedy, in the event of failure of the EMPLOYER to comply with the payments and conditions identified in subparagraphs (a) through (c) of this Section, the UNION, upon the giving of forty-eight (48) hours written notice to the EMPLOYER, may, without liability and irrespective of any other provisions of this Agreement, remove the men from the job until the payments and conditions have been met.

**Section 4. Union Representative:** Representatives of the UNION shall not be denied access to the EMPLOYER'S office or to any part of the EMPLOYER'S project for the transaction of necessary business with the EMPLOYER or the Employees covered by this Contract except for Government or Federal Security reasons.

**Section 5. Steward:** The EMPLOYER agrees to recognize the right of the Union Business Representative to appoint a Steward from among its Employees on all jobs and/or shops. Said Steward shall be selected from the men in his trade working on the particular job and/or shop. Said Steward shall be a working journeyman, qualified to perform the type of work in progress at the job or shop. He shall be allowed sufficient time to carry out his UNION duties during working hours at no loss of pay. His duties shall be to see that all Employees covered by this Contract are members of the UNION in good standing and shall act as safety man to hear and attempt to adjust disputes and grievances, and in case of accident, is to see that the Employees covered by this Contract and their personal belongings are cared for. Loss of time in caring for sick or Employees injured on the job site shall be paid for by the EMPLOYER in an amount not to exceed three (3) hours at straight time.

It is understood and agreed that the Steward must have been a member three (3) years of the United Brotherhood in good standing of the local UNION in whose jurisdiction the EMPLOYER is working for a period of at least one (1) year, except by permission of the Business Agent where conditions justify.

In no instance shall the Steward be discriminated against because of his affiliation with the UNION or because of his activities on behalf of the UNION. In no case shall a member be discharged from any job because he is acting or has acted as Steward. Should a member be discharged for this reason, the Business Agent must and shall stop all carpenter work on such job or for such Contractor until the discharged member has been reinstated. The Steward is not authorized to collect any money. The Steward shall be the sole judge of whether work shall continue because of weather conditions but, if work is stopped because of weather, and the Contractor wishes the men to remain, he shall continue to pay them the scale for the time he keeps them on the job waiting.

**Section 6. Medical Treatment or Doctors' Aid:** An Employee injured on the job, who is permitted by his EMPLOYER to return to work before receiving a release from care from the doctor will be allowed a maximum of five (5) visits, when ordered by the doctor for medical treatment. Said visits shall be on EMPLOYER'S time after 3:00 p.m. and a maximum of one and one-half (1-1/2) hours pay shall be allowed for each visit. Any further medical treatment which might be required will be done on the Employee's own time before or after working hours.

An Employee injured on the job shall receive a full days wages if he remains in the hospital or is sent home under doctor's orders. Wages are to be paid for the day of the injury only.

### ARTICLE III GENERAL WORKING RULES AND CONDITIONS

**Section 1. Tool Shed, Toilets, Drinking Water:** The Employer shall provide a suitable building or shed for the safe keeping of tools and clothing belonging to Employees covered by this Contract and, under no circumstances, are flammable materials to be stored therein.

Said building or shed shall be adequate for the assembly of all Employees covered by this Contract during lunch periods and before and after working hours when such Employees are preparing for work or are preparing to leave the job at the close of the day. Suitable heating facilities shall be provided during cold and inclement weather. Proper drinking water and individual sanitary drinking cups shall be furnished at all times. There shall be chemical toilets equal to "Sanitation Unlimited" on each job in sufficient number.

**Section 2. Tool Loss:** If suitable insurance covering loss of tools of the Employees placed within said building or shed for safe keeping is not carried by the EMPLOYER, then the EMPLOYER shall be responsible for such loss at any time not to exceed a total maximum of One Hundred Fifty Dollars (\$150.00) in each individual case.

In order for an Employee to be reimbursed for tools through loss as described in this paragraph, the Employee must supply the EMPLOYER with a tool list at the time of employment and keep said list current. The EMPLOYER may verify the contents of the carpenter's tool box at any time.

**Section 3. Time for Leaving and Return to Tool Shed:** All Employees covered by this Contract shall leave the tool shed at the regular starting time and shall cease work in time to return to the tool shed by the regular quitting time; at no time shall the time allowed be less than five (5) minutes. The Steward and foreman by mutual agreement shall determine the time necessary for the return trip.

The time going to and from the tool shed and that part of the job site where work is in progress shall be considered as part of the working day.

In the event a time clock or check system is ever set up on a job, Employees shall check in and out on the EMPLOYER'S time.

**Section 4. Hoisting of Tools:** The EMPLOYER shall furnish conveyance for any carpenter tools being moved from one job to another or a distance of more than 200 yards from the tool shed. When a building is more than three (3) stories high, the EMPLOYER shall arrange to take the Employee's tools up and down on a cage or hoist.

**Section 5. Tool Sharpening:** All Employees shall have their tools sharp when they report to work on the job.

No carpenter's tools, other than the standard hand tools found in the average carpenter's tool box, shall be furnished on any job by any Employee covered by this Contract.

All power-driven tools, special tools such as miter boxes, and necessary equipment for keeping tools in proper condition such as emery wheels, files, etc., shall be furnished by the EMPLOYER.

No power tools shall be used by any Employees that are determined to be unsafe after a conference between the Business Representative of the UNION and a representative of the EMPLOYER.

No Employee covered by this Contract shall be required to sharpen tools on his own time; it being understood that such Employee shall be allowed necessary time to sharpen his tools on the job, or in lieu thereof, a tool sharpener which an Employee covered by this Contract, shall be furnished by the EMPLOYER at his expense.

**Section 6. Furnishing and Rental of Employee Tools Prohibited:** No Employee covered by this Contract shall be permitted to furnish, loan, lease or rent to the EMPLOYER any equipment or tools of any description.

**Section 7. Operators of Machinery:** All operators of woodworking machinery must be journeymen Employees covered by this Contract, except that an apprentice may be permitted to operate such machinery while working with and under the direct supervision of a journeyman carpenter.

When, in the operation of any radial arm or table saw, either gasoline or electric driven, on any job that cannot be performed in a safe manner by one (1) man, he shall be assisted by another Employee in the bargaining unit.

Section 8. **Concrete Pouring:** There shall be at least one (1) carpenter in attendance while concrete is being poured in forms, and no other craft shall inspect or repair such forms while concrete is being poured.

#### ARTICLE IV

Section 1. **Weekly Pay Day:** The EMPLOYER agrees to establish a weekly pay day and to furnish with each payroll check or currency payment, a full Statement of Deductions. If payment is made by check, the EMPLOYER shall be liable for any exchange charges. Whenever the regular pay day falls on a recognized holiday, the Employees shall receive their pay the day before such holiday. No more than three (3) working days of pay shall be held back.

Payment of wages shall be made on the job during working hours. If Employees are kept waiting after quitting time, they shall remain on the job at the rate of double-time until such time as payment is made.

Section 2. **Discharge:** When a workman quits of his own accord, he shall receive his pay at the next regular pay day.

When a man is laid off, he shall have two (2) hours' notice and shall be paid in full at the time of his discharge. Employees shall sharpen their tools or continue working until quitting time after being notified of lay off.

#### ARTICLE V

Section 1. **Work Day, Work Week and Overtime:** Eight (8) consecutive hours shall constitute a day's work between the hours of 8:00 a.m. - 12:00 Noon; 12:30 p.m. - 4:30 p.m. The regular work week shall consist of five (5) consecutive eight (8) hour days, commencing Monday at 8:00 a.m. and ending Friday at 4:30 p.m. The first two (2) hours of overtime after working a regular eight (8) hour day or an approved adjusted work day, Monday through Friday, and work performed between 8:00 a.m. and 4:30 p.m. on Saturday, or during the first eight (8) hours of an approved, adjusted work day on Saturday shall be paid for at the rate of time and one-half and shall not be mandatory but shall be at the option of the Employee. All other overtime shall be paid for at the rate of double time.

All work performed on Sundays and the following holidays: New Year's Day, Memorial Day (Decoration Day), Fourth of July, Labor Day, Veteran's Day, Thanksgiving and Christmas — or any day celebrated as such — shall be paid for at the rate of double time. This double time rate shall commence at 4:30 p.m. Friday or on any day preceding a holiday and shall end at 8:00 a.m. of the day following the holiday or the day recognized as a holiday.

When overtime is necessary, a permit must be secured from the Business Representative or, in his absence, from the President of the District Council. The Steward will get all overtime permits and will be included in the work.

No work shall be performed on Labor Day except to save life or property. Permission must be secured from the Business Representative of the District Council for any work performed on any aforementioned holiday or days celebrated as such.

Employees shall receive four (4) hours holiday pay for Christmas Day and/or New Year's Day provided such Employees are on the EMPLOYER'S payroll for the two (2) consecutive weeks prior to each such holiday.

Employees shall receive eight (8) hours holiday pay for Labor Day provided such Employees are on the EMPLOYER'S payroll for two (2) consecutive weeks prior to Labor Day.

**Section 2. Shift Work:** When shift work is scheduled on any project, the EMPLOYER agrees to contact the Business Representative of the District Council at least forty-eight (48) hours before such shift work is started in order that he may have ample time to secure Employees necessary for such work. It is understood and agreed that shift work will not be scheduled on any project involving less than five (5) consecutive days work.

When shifts have been scheduled, the first shift shall be employed between the hours of 8:00 a.m. and 4:30 p.m. at the regular minimum wage rate. Shifts employed between any other hours shall be considered as second or third shifts and shall receive eight (8) hours at the regular minimum rate for seven (7) hours work, exclusive of lunch period.

When shift work has been scheduled, the second and third shift shall complete its work on Friday night or on any night preceding a holiday at the established rate of eight (8) hours pay for seven (7) hours work. However, should any shift be required to start prior to 8:00 a.m. Monday morning, or 8:00 a.m. of any day following a holiday or a day celebrated as such, the rate of eight (8) hours pay for seven (7) hours work shall not apply and the Employees on such shift shall be paid double time for actual hours worked.

When working shifts, the same Employees shall not work on more than one (1) shift in any twenty-four (24) hour period. The conditions outlined herein shall also apply to foremen.

**Section 3. Report Time:** Any EMPLOYER who hires more men than he needs and does not put them all to work must pay those not employed for four (4) hours work.

Any member reporting for work and not put to work shall receive two (2) hours pay, unless notified the night before or in ample time in the morning, providing that the Employee is dressed suitably for his job and has a normal compliment of tools as provided in this Agreement.

It is agreed that, when work continues after the first two (2) hours, a minimum of four (4) hours shall be paid to Employees; if work continues after the first four (4) hours, six (6) hours shall be paid to Employees; if work continues after the first six (6) hours, eight (8) hours shall be paid to the Employees.

**Section 4. Traveling Expense:** When Employees covered by this Contract are required by the EMPLOYER to work outside the territorial jurisdiction of the Local Union signatory to this Contract, they shall receive an allowance for traveling equal to straight time for traveling one way plus the cost of a permit in the district in which they are working, and shall receive the highest wage prevailing in either district. When they do not return home daily, one-half (1/2) expense for room and board shall be paid by the EMPLOYER.

Should a member be laid off or discharged before completion of the job (except for dissipation) the EMPLOYER shall furnish transportation home and pay road time at the minimum rate of wages. In no case shall a member lose time when away from home except for causes over which the EMPLOYER has no control.

A paid lunch period of one-half (1/2) hour shall be granted if any member works more than two (2) hours after the end of the regular work day of 8:00 a.m. to 4:30 p.m.

**Section 5. 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 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 Employees, the Employees 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 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.

EMPLOYER making use of Saturday Make-Up Day shall report, on a form developed by UNION and Association Committees, by job site, names of the carpenters employed on 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 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.

## ARTICLE VI

Section 1. **Wage Rates, Fringe Schedule:** The hourly rate of journeymen's wages, fringe payment and payroll contributions shall be as follows:

### Wage and Fringe Benefit Schedule

	Wages	H&W	Pension	Appr.	MCIAF	Total
July 1, 1998	25.44	3.87	3.85	.25*	.02	\$33.43

\* Effective January 1, 1999, the Employer contribution to the Apprentice Training Fund will decrease eight (\$0.08) cents per hour, from twenty-five (\$0.25) cents per hour to seventeen (\$0.17) cents per hour.

Effective July 1, 1999 – \$1.50 increase to be allocated by the Union

Effective July 1, 2000 – \$1.50 increase to be allocated by the Union.

Compute Social Security, Withholding and State Income Tax on wage rate only. Deduct the total of \$0.72 Dues Check-Off as you do the taxes, then, include the \$0.72 with the Health and Welfare and Pension as the fringe benefit package.

The rate for apprentice, foreman and general foreman are as indicated in the applicable Sections governing their employment.

Section 2. **Check-Off Dues Fund:** 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.

**Section 3. Industry Fund:** Each EMPLOYER shall pay into the MIDWEST CONSTRUCTION INDUSTRY ADVANCEMENT FUND (hereinafter sometimes referred to as the "Industry Fund") the amount of Two Cents (\$0.02) for each hour worked for the EMPLOYER for those of his Employees covered by this Agreement.

The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the Industry Fund as well as any amendments thereto and agrees to be bound by all actions taken by the Trustees of said Industry Fund pursuant to said Agreement and Declaration of Trust and amendments thereto.

Inasmuch as the existence and utilization of this Industry Fund should result in increased construction, and therefore, in increased construction job opportunities for Employees, the UNION agrees to cooperate in assuring the contributions required by this Article are, in fact, made by EMPLOYER bound by this Agreement.

Payments will be made once a month to the Union National Bank and Trust Company of Joliet, 50 West Jefferson Street, Joliet, IL 60431. These payments will be made on a separate check along with other fringe benefit payments as indicated on the Fringe Benefit Form. Payments will be at the rate of two cents (\$0.02) per hour worked.

**Section 4. Foremen:** Any man giving orders to one or more men shall be paid foreman's wages, which shall be not less than ten percent (10%) per hour above minimum journeyman wage rate. No foreman shall give orders to more than eight (8) men. No foreman shall be allowed to use his tools when giving orders to five (5) journeymen or more (apprentices not included). All foremen shall be Employees within the bargaining unit. Only foremen, as designated above, are to give instructions to Carpenters. When a general foreman is required, he shall receive not less than twenty percent (20%) per hour above the minimum journeyman rate.

When there are sixteen (16) Carpenters employed on a job by one EMPLOYER, there must be a general foreman.

Section 5. **Apprentices.** It is mutually understood by the parties hereto that the use of apprentices shall be encouraged on all jobs and they may be employed on the following basis.

The wages paid apprentices shall be based on wages paid the journeymen at the following percent:

First Year	40 percent (40%)
Second Year	50 percent (50%)
Third Year	65 percent (65%)
Fourth Year	80 percent (80%)

The apprentice is to be employed not less than eight (8) months of each year. All EMPLOYERS who use UNION men (Carpenters) shall be permitted to employ two (2) apprentices for every five (5) journeymen in their employ.

No apprentice shall be allowed to work on any job unless the required number of journeymen are working on the same job. All other matters pertaining to apprentices shall be under the jurisdiction of the Joint Apprenticeship Committee.

Section 6. **Training Fund:**

(a) Each EMPLOYER shall pay into the Chicago and Northeast Illinois District Council of Carpenters Apprentice and Trainee Program (hereinafter referred to as "Training Fund") for June 1, 1998 through December 31, 1998, \$0.25 per hour; effective January 1, 1999 through May 31, 1999, \$0.17 per hour for each of the first one hundred seventy-five (175) hours worked for EMPLOYER during each calendar month by all of those of his Employees who are covered by this Agreement.

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

(c) The said Training Fund is and shall continue to be administered by an equal number of representatives of the EMPLOYER and UNION pursuant to the Agreement and Declaration of Trust heretofore signed by the EMPLOYERS and the UNION as now in effect and as it may be amended from time to time in the manner provided in the Agreement and Declaration of Trust. Said Agreement and Declaration of Trust and any present and future amendments thereto are made a part of this Agreement as if set forth herein at length.

(d) The EMPLOYER shall furnish Trustees with information such as the names of Employees, classifications, Social Security numbers, wages and/or hours worked, and such other information as may be required for the proper and efficient administration of the Training Fund.

(e) The EMPLOYER representatives, serving as Trustees with their successors selected in the manner provided by the Agreement and Declaration of Trust, shall represent all EMPLOYERS in the administration of the Training Fund.

(f) The EMPLOYER may make contributions for all hours worked by superintendents and other management personnel for whom contributions to the Training Fund were heretofore made when such individuals were employed as journeymen carpenters. Such contributions shall be made in a monthly amount equal to at least one hundred sixty (160) times the hourly contribution rate specified in this Article.

(g) Failure of any EMPLOYER after reasonable written notice by the Administrative Fund Office to furnish reports, pay contributions, or comply with the rules and regulations formulated and promulgated by the Trustees of the Chicago and Northeast Illinois District Council of Carpenters Apprentice and Trainee Program shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement and shall subject this Agreement to cancellation as to such EMPLOYER.

(h) In the event that an EMPLOYER becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification, in writing, by the Administration Fund Office, the EMPLOYER shall pay, in addition to the amount due, reasonable fees of certified public accountants as expressly used to establish amount due, reasonable fees of an attorney in effectuating payment, and liquidated damages in an amount as determined in accordance with the Agreement and Declaration of Trust.

(i) EMPLOYER shall make contributions on behalf of each of its employees employed by EMPLOYER in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred sixty (160) hours per month. Each such EMPLOYER shall execute a Participation Agreement with Trustees of the Chicago and Northeast Illinois District Council of Carpenters Apprentice and Trainee Program, upon request of such Trustees, for such greater or lesser hours as Trustees may deem appropriate.

(j) The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the UNION, provided that EMPLOYER shall not be required to pay contributions to the Chicago and Northeast Illinois District Council of Carpenters Apprentice and Trainee Program for hours worked outside the geographical jurisdiction of the UNION, if EMPLOYER is required to pay contributions to another multi-employer apprenticeship training fund based on such hours.

(k) The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article VII, Section 2, of this Agreement.

(l) Subject to the provisions of Section 2, 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 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 occurs first. For the purposes of determining the apprentice ratio, Employees hired under the provisions of this Article shall be considered to be apprentices.

(m) The provisions of Sections (l) and (m) shall be in effect only for Residential Work, as defined, and only during months during which fewer than seven and one-half percent (7-1/2%) of the apprentices enrolled in the apprenticeship program are unemployed as certified by the Apprentice Coordinator.

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

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

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

(q) 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.

#### Section 7. Health and Welfare Fund:

(a) Effective July 1, 1998, each EMPLOYER shall pay the amount set forth in Article VI, Section 1 into the Will County Carpenters Local 174 Health and Welfare Fund (hereinafter referred to as "Health and Welfare Fund") an amount per hour for each hour worked for the EMPLOYER during each calendar month by all of his Employees who are covered by this Agreement.

(b) The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the Will County Carpenters Local 174 Health and Welfare Fund by any present and future Amendments thereto and irrevocably designates as his representative on the Board of Trustees such Trustees as are named in said Agreement and Declaration of Trust as EMPLOYER

Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as it may be amended from time to time, and agrees to be bound by all action taken by said EMPLOYER Trustees pursuant to said Agreement and Declaration of Trust as amended from time to time.

(c) The contributions of the EMPLOYERS covered by this Agreement shall be used exclusively to provide group insurance and other related Health and Welfare Benefits for eligible Employees and/or their families in such form or amount as the Trustees of the Health and Welfare Fund may determine.

(d) Payment of EMPLOYER contributions to the Health and Welfare Fund shall be made on the dates and in the manner prescribed by the Trust Agreement or as designated by the Trustees.

(e) The said Health and Welfare Fund is and shall continue to be administered by an equal number of representatives of the EMPLOYERS and of the UNION pursuant to the Agreement and Declaration of Trust heretofore signed by the EMPLOYERS and the UNION as now in effect and as it may be amended from time to time, in the manner provided in the Declaration of Trust. Said Agreement and Declaration of Trust and any present and future amendments thereto are made a part of the Agreement as if set forth herein at length.

(f) The EMPLOYER shall furnish the Trustees with such information as the names of the Employees, classifications, Social Security numbers, wages and/or hours worked and such other information as may be required for the proper and efficient administration of the Health and Welfare Fund.

(g) The EMPLOYER representatives serving as Trustees, with their successors selected in the manner provided by the Agreement and Declaration of Trust, shall represent all EMPLOYERS in the administration of the Health and Welfare Fund.

(h) The EMPLOYER may make contributions for all hours worked by superintendents and other management personnel for whom contributions to the Health and Welfare Fund were heretofore made when such individuals were employed as journeymen Carpenters. Such contributions shall be made in a monthly amount equal to at least one hundred sixty (160) times the hourly contribution rate specified in this Article.

(i) Failure of any EMPLOYER, after reasonable written notice by the Administrative Fund Office, to furnish reports, pay contributions or comply with the rules and regulations formulated and promulgated by Trustees of the Will County Carpenters Local 174 Health and Welfare Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement and shall subject this Agreement to cancellation as to such EMPLOYER.

(j) In the event that an EMPLOYER becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification, in writing, by the Administrative Fund Office, the EMPLOYER shall pay, in addition to amount due, reasonable fees of Certified Public Accountants as expressly used to establish the amount due, reasonable

attorney's fees in effectuating payment, and liquidated damages in an amount as determined in accordance with the Agreement and Declaration of Trust.

(k) The EMPLOYER shall make contributions on behalf of each of its Employees employed by the EMPLOYER in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred sixty (160) hours per month. Each such EMPLOYER shall execute a Participation Agreement with the Trustees of the Chicago District Council of Carpenters Welfare Fund, upon the request of such Trustees, for such greater or lesser amounts of hours as the Trustees may deem appropriate.

(l) The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the UNION, provided that EMPLOYER shall not be required to pay contributions to the Will County Carpenters Local 174 Health and Welfare Fund for hours outside the geographical jurisdiction of the UNION if EMPLOYER is required to pay contributions to another multi-employer welfare fund based on such hours.

(m) The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedure established in Article VII, Section 2.

#### Section 8. Pension Fund:

(a) Effective July 1, 1998, each EMPLOYER shall pay the amount set forth in Article VI, Section 1 into the Will County Carpenters Local 174 Pension Fund (hereinafter referred to as "Pension Fund") an amount per hour for each hour worked for the EMPLOYER during each calendar month by all Employees who are covered by this Agreement.

(b) The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the Will County Carpenters Local 174 Pension Fund and by any present and future amendments thereto and irrevocably designates as his representative on the Board of Trustees such Trustees as are named in said Agreement and Declaration of Trust as EMPLOYER Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as it may be amended from time to time and agrees to be bound by all action taken by said EMPLOYER Trustees pursuant to said Agreement and Declaration of Trust as amended from time to time.

(c) The said Pension Fund is and shall continue to be administered by an equal number of representatives of the EMPLOYERS and of the UNION pursuant to the Agreement and Declaration of Trust heretofore signed by the EMPLOYERS and the UNION as now in effect and as it may be amended from time to time, in the manner provided in the Declaration of Trust. Said Agreement and Declaration of Trust and any present and future amendments thereto are made a part of the Agreement as if set forth herein at length.

(d) The EMPLOYER shall furnish the Trustees with such information as the names of the Employees, classifications, Social Security numbers, wages and/or hours worked and such

other information as may be required for the proper and efficient administration of the Pension Fund.

(e) The EMPLOYER representatives serving as Trustees, with their successors selected in the manner provided by the Agreement and Declaration of Trust, shall represent all EMPLOYERS in the administration of the Pension Fund.

(f) The EMPLOYER may make contributions for all hours worked by Superintendents and other management personnel for whom contributions to the Pension Fund were heretofore made when such individuals were employed as journeymen Carpenters. Such contributions shall be made in a monthly amount equal to at least one hundred sixty (160) times the hourly contribution rate specified in this Article.

(g) Failure of any EMPLOYER after reasonable written notice by the Administrative Fund Office, to furnish report, pay contributions or comply with the rules and regulations formulated and promulgated by the Trustees of the Will County Carpenters Local 174 Pension Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement and shall subject this Agreement to cancellation as to such EMPLOYER.

(h) In the event that an EMPLOYER becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification in writing by the Administrative Fund Office, the EMPLOYER shall pay in addition to the amount due, reasonable fees of Certified Public Accountants as expressly used to establish the amount due, reasonable fees of Attorney in effectuating payment, and liquidated damages in an amount as determined in accordance with the Agreement and Declaration of Trust.

(i) The EMPLOYER shall make contributions on behalf of each of its Employees employed by EMPLOYER in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred sixty (160) hours per month. Each such EMPLOYER shall execute a Participation Agreement with the Trustees of the Chicago District Council of Carpenters Pension Fund upon the request of such Trustees for such greater or lesser amounts of hours as the Trustees may deem appropriate.

(j) The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the UNION, provided that EMPLOYER shall not be required to pay contributions to the Chicago District Council of Carpenters Pension Fund for hours outside the geographical jurisdiction of the UNION if EMPLOYER is required to pay contributions to another multi-employer Pension Fund based on such hours.

(k) The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article VII, Section 2.

## ARTICLE VII

**Section 1. Strikes and Lockouts:** It is expressly understood between the parties hereto that during the term of this Contract, or any renewal period thereof, or during any period thereof, or during any pending arbitration proceedings or during any negotiations between the parties hereto as to desired changes in this Contract, as herein provided there shall be no strikes, lockouts, boycotts, picketing, stoppage of work or slow-down of work prior to the expiration date of this Contract.

This Contract is a guarantee that there will be neither suspension of work nor lockout, and that all grievances and disputes between the EMPLOYER and the UNION, or between this UNION and another craft on the project, will be handled as hereinafter provided.

It is hereby agreed by all parties to this Contract that any and all jurisdictional disputes shall be processed under the "Procedural Rules and Regulations of the National Joint Board for the Settlement of Jurisdictional Disputes."

### **Section 2. Settlement of Disputes:**

(a) Except as provided in Article VI, Sections 6, 7 and 8 of this Agreement, any dispute as to the 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.

(b) Except for disputes concerning Article VI, Sections 6, 7, and 8 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.

(c) 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.



## ARTICLE VIII

Section 1. **Validity:** In the event that any Article, Paragraph or Section of this Contract and any amendment thereto, shall be invalid, then neither of the parties hereto shall be bound thereby; but the said Articles, Paragraphs and Sections shall be deemed to be separable and the invalidity of any portion thereof shall not affect the validity of the remainder.

It is the intention of the parties hereto to comply with all applicable provisions of State and Federal Law and they believe that each and every part of this Contract is lawful. All provisions of this Contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any Court of competent jurisdiction. In such event, the UNION or the EMPLOYER may, at its option, require negotiations of such individual provisions for the purpose of adequate legal replacement thereof, each reserving the right of economic recourse in the event agreement cannot be reached in such negotiations and such action shall not constitute a violation of this Contract.

## ARTICLE IX

Section 1. **Term of Contract:** The term of this Contract shall be from July 1, 1998, to September 30, 2001, and automatically renewed for one (1) year thereafter unless either party to this Agreement notifies the other of the specific desired change or changes or modification or termination by registered mail by May 1, 2001. It is mutually agreed that only the changes so mentioned shall be open for discussion.

Section 2. **Modification:** In the event that either party shall desire to modify or amend only a particular Article or Articles of the aforesaid Contract, nothing herein shall be construed to prohibit either party from proposing interim amendments to the other and both parties mutually agree to meet as promptly as practical after the receipt of a notice of such proposed interim amendments and which notice contains the text of the proposed interim amendments and shall also be served by U.S. registered mail, but the service of such notice for interim amendments shall in no way abrogate or suspend the provision of this Contract until such interim amendment is mutually agreed upon by the parties and executed with equal formalities as those with which this Contract is executed.

In accordance with the provisions of Article IX, Section 2, captioned "Modification," the parties hereto have mutually agreed that this Contract shall supersede any and all Labor Contracts previously in effect between the RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL and any EMPLOYERS signatory to such Contracts, and the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, CARPENTERS DISTRICT COUNCIL OF WILL COUNTY AND VICINITY, ILLINOIS. Any Labor Contract entered into prior to this date between above-mentioned parties is hereby declared to be void and inoperative.

## ARTICLE X

### Section 1. Trade Autonomy:

(a) The trade autonomy of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all materials of wood, plastic, metal fiber, cork and composition, and all other substitute materials. The handling, erection, installing and dismantling of machinery and equipment, and the manufacturing of all materials where the skill, knowledge and training of the Carpenter or Joiner are required, either through the operation of machinery or hand tool.

(b) The claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the trade:

Carpenters and Joiners, Millwrights, Pile Drivers, Bridge, Dock and Wharf Carpenters, Underpinners and Timbermen, Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Floor Layers and Finishers, Shinglers, Siders, Insulators, Acoustic and Dry Wall Applicators, Shorers and House Movers, Loggers, Lumber and Sawmill Workers, Furniture Workers, Reed and Rattan Workers, Casket and Coffin Makers, Box Makers, Railroad Carpenters and Car Builders, laying of rubber tile and substitutes, setting up ice boxes, installing of office and store fixtures, application of transite roofing and siding, the erection of steel houses, application of insulation, application of enameled store fronts, installation of hollow metal trim, doors and bucks, interior and exterior, and those engaged in the operation of woodworking or other machinery required in the fashioning or milling of products used in the trade or engaged as helpers to any of the above divisions or subdivisions, or the handling of material of any of the above divisions or sub-divisions.

When the term "Carpenters and Joiners" is used, it shall mean all the subdivisions of the trade.

## ARTICLE XI 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 of 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 determine 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:** Geographic Area means a particular geographic 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 the 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 at least ten (10) days prior to the desired meeting date. However, the ten (10) day notice 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 becomes effective upon approval of the Council and the Association party to the Area Agreement and would become 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 XII SUBSTANCE ABUSE AND RECOVERY PROGRAM

Section 1. The EMPLOYER and the UNION agree to the Substance Abuse and Recovery Program as described in this Article and further agree that the EMPLOYER may only implement a policy regarding drug and alcohol abuse to the extent that it complies with the Program as described in this Article.

Section 2. It is further agreed that there will be established a joint committee on Substance Abuse and Recovery which will be made up of three (3) persons selected by the UNION and three (3) persons selected by the RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL. This Committee shall meet at the request of any two (2) members at reasonable times and places, no less often than quarterly. The Committee shall be empowered, upon the affirmative vote of five (5) members of the Committee to establish or modify a drug and alcohol testing policy which shall become binding upon the parties to this Agreement providing sixty (60) days written notice has been served on the UNION and each Association, and provided, however, that it shall take effect as to the Employees of members of each Association only if such Association does not register its disagreement in writing with the UNION within thirty (30) days of being so notified.

Section 3. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The EMPLOYER and the UNION have a commitment to protect people and property and to provide a safe working environment. The purpose of the program described in this Article is to establish and maintain a drug-free, alcohol-free, safe, healthy work environment for all of the Employees covered by this Agreement.

### Section 4.

(a) For the purpose of this Article, the phrase "prohibited substances" shall mean and include any illegal drugs, controlled substances (other than prescribed medications), look alike drugs, designer drugs and alcoholic beverages.

(b) For the purpose of this Article, the term "job site" shall include that portion of the site on which construction or construction related activities is taking place as well as that portion of the site or project which is used for parking and shall also include automobiles, trucks and other vehicles owned or leased by the EMPLOYER.

Section 5. It is recognized that there are certain medications which may impair the performance of job duties and mental and/or motor functions. In such cases, with the permission of an Employees and after consultation with such Employee's physician or other physician, the EMPLOYER shall attempt to accommodate an Employee by re-assignment to a job compatible with the administration of such medication.

Section 6. An Employee who is involved in the sale, purchase, dispensation, distribution, possession, consumption or use of a prohibited substance on the job site shall be subject to termination.

Section 7. No pre-employment screening shall be permitted and no random testing shall be permitted except as provided in Sections 8 and 17(c) of this Article.

Section 8. An Employee involved or injured in a work place accident may, at the discretion of the EMPLOYER, be required to submit to a drug test. It is agreed that under certain circumstances, an Employee whose work performance and/or behavioral conduct indicates that he or she is not in a physical condition that would permit the Employee to perform a job safely and efficiently will be subject to submitting to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs in the body, provided:

(a) The EMPLOYER has reasonable grounds to believe that the Employee is under the influence of or impaired by the use of prohibited substances. Reasonable grounds include abnormal coordination, appearance, behavior, speech, odor or any detectable amount of a prohibited substance. It can also include work performance, safety and attendance problems.

(b) The supervisor's reasonable grounds must be confirmed by another management representative in conjunction with a representative of the UNION, which may be the Business Representative, Job Steward or UNION Safety Representative if immediately available. Both management representatives must describe such grounds in writing prior to any testing being directed.

(c) The Employee will be provided with an opportunity to explain his or her conduct at a meeting with the Representatives, including the UNION Representative referred to in Section 8(b) of this Article, provided that such UNION Representative is reasonably available and provided further that all reasonable efforts have been made to attempt to have such UNION Representative present.

Section 9. An Employee who refuses to submit to a test requested pursuant to Section 8 of this Article shall be offered the option of enrolling in a Member Assistance Program (MAP). In the event the Employee refuses to do either, he shall be subject to termination.

Section 10. Drug testing shall take place at a recognized medical facility or certified independent laboratory at the expense of the EMPLOYER.

Section 11. When a test is required, the specimen will be identified by a code number (not by name) to insure the confidentiality of the donor. Each specimen contained will be properly labeled and made tamper proof.

Section 12. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

Section 13. Any sample taken for testing must be tested as follows:

(a) For screening; and

(b) In the event the screening test is positive, for confirmation testing by gas chromatography/mass spectrophotometry (GC/MS).

Section 14. Drug testing shall only be conducted by a CAP or NIDA certified independent laboratory.

Section 15. The EMPLOYER, all of his medical personnel and the personnel of the laboratory/testing facility, shall adhere to the American Occupational Medical Association's Code of Ethical Conduct for Physicians Providing Occupational Medical Services and to the AOMA Drug Screening in the Work Place Ethical Guidelines.

Section 16.

(a) An Employee undergoing testing shall be placed on an unpaid leave of absence pending the results of the screening test.

(b) In the event that the results of the screening test are positive, there shall be confirmation testing. In the event the results of the confirmation testing are negative, the Employee shall be reinstated with back pay. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

(c) In the event that the results of the confirmation testing are positive, the Employee will be given the opportunity to enroll in a recognized Member Assistance Program. In the event such Employee declines to participate in the MAP, he shall be subject to termination.

Section 17.

(a) An Employee who fails to cooperate, abandons, or does not complete the treatment program prescribed by the MAP counseling or who fails to live up to the terms and conditions of the Referral Agreement will be subject to termination.

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

(c) An Employee returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one (1) year. A positive test will result in termination.

(d) In order to ensure confidentiality in the MAP program, the EMPLOYER shall designate a management Employee as the Employee Assistance Representative for the EMPLOYER. This individual shall be the sole representative of the EMPLOYER who is in possession of the Employee MAP information.

(e) Whenever Owner or Awarding Agency specifications require the EMPLOYER to provide a drug-free work place, such additional requirements may be incorporated herein upon mutual agreement of the UNION and the EMPLOYER.

Section 18. All aspects of this policy and program shall be subject to the grievance procedures of the Collective Bargaining Unit.

Section 19. Nothing in this Article shall be construed to limit the EMPLOYER'S right to suspend or terminate an Employee so long as such suspension or termination is otherwise permitted without regard to the provisions of this Article.

### ARTICLE XIII

#### Section 1. 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 Will County, Illinois. In no event shall wage rates, contract terms, or work rules granted any subtrade be applied to general carpentry or any other subtrade. However, all EMPLOYERS operating within a subtrade shall have the benefit of this provision within that subtrade. This paragraph shall not apply to 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, 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, sector or specialty work shall be entitled to the 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 occurrence 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 XIV BONDING

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



**ARTICLE XV  
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 VII.

**ARTICLE XVI  
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 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 VII.

**ARTICLE XVII  
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 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 VII.

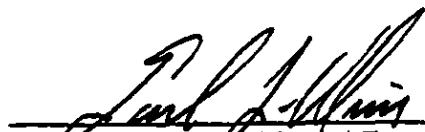
**ARTICLE XVIII  
LABOR/MANAGEMENT UNION CARPENTRY  
COOPERATION PROMOTION FUND**

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 MARBA and two other construction industry employer associations agreeing to participate in the Fund and appoint trustees thereto, and approval by legal counsel for both parties.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below:

**CHICAGO AND NORTHEAST ILLINOIS  
DISTRICT COUNCIL OF CARPENTERS**

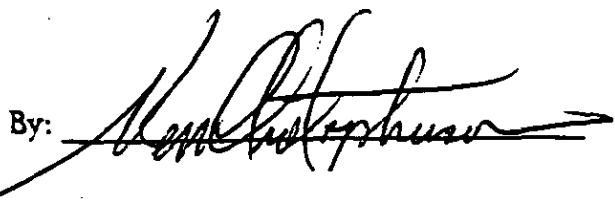
  
Earl J. Oliver, President / Executive Secretary-Treasurer

Date: 7-1-98

  
Jeffrey Isaacson, First Vice President

Date: 7-1-98

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

By: 

Date: 7-1-98