

P.2/4  
K 8965  
4,000 workers

10/1/2001 - 9/30/2002<sup>5</sup>

3 pp  
+ 42  
45 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: \_\_\_\_\_

K 8965  
4,000 workers  
42 pgs.

THE CHICAGO AND NORTHEAST ILLINOIS  
DISTRICT COUNCIL OF CARPENTERS

AFL - CIO

UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA

AND

RESIDENTIAL CONSTRUCTION  
EMPLOYERS COUNCIL

AREA AGREEMENT

Cook, Lake and DuPage Counties,  
in Illinois

1998 - 2001

7/1/98 - 9/30/2001

Offices:

12 East Erie Street  
Chicago, IL 60611  
Telephone: (312) 787-3076

## **JOINT AGREEMENT**

THIS AGREEMENT is effective July 1, 1998, by and between the present and future members of the RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL, who assign to such Association the authority to represent them for collective bargaining purposes, together with such other employers who become signatory to this Agreement (referred to herein as "Employer or Employers") and the CHICAGO AND NORTHEAST ILLINOIS DISTRICT COUNCIL OF CARPENTERS, AFL-CIO, for and on behalf of the Local Unions under its jurisdiction in Cook, Lake and DuPage Counties, Illinois (hereinafter referred to as the "Union").

This Agreement shall be in full force and effect from July 1, 1998 through September 30, 2001.

NOW THEREFORE, it is hereby agreed as follows:

### **ARTICLE I BARGAINING UNIT**

1.1 The Bargaining Unit shall consist of all Journeymen, Foremen, Apprentices and Trainees engaged in work at the construction site covered by the occupational jurisdiction of the "UNION", including, but not limited to, the milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials; the handling, erecting, installing and dismantling of machinery and equipment, hydraulic jacking and raising, and the manufacturing of all materials where the skill, knowledge and training of the Employees are required, either through the operation of machine or hand tools. The Bargaining Unit shall also consist of all Journeymen, Foremen, Apprentices and Trainees engaged in work as Carpenters and Joiners, Millwrights, Pile Drivers; Bridge Dock and Wharf Carpenters, Divers, Underpinners and Timbermen and Core Drillers; Ship Wrights, Boat Builders and Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers and Finishers; Carpet Layers, Shinglers, Siders, Insulators, Acoustic and Dry Wall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Casket and Coffin Makers; Furniture Workers, Reed and Rattan Workers; Shingle Weavers, Box Makers, Railroad Carpenters and Car Buildings and Show, Display and Exhibition Workers and Lathers, regardless of material used; and all those engaged in the operation of wood working or the machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the handling, erecting and installing material on any of the above divisions or sub-divisions; burning, welding, rigging and the use of any instrument or tool for layout work, incidental to the grade. When the term "Carpenter and Joiner" is used, it shall mean all the sub-divisions of the Trade. However, the Union agrees that it will not interfere with existing practices of other unions affiliated with the Building Trades.

### **RECOGNITION**

1.2 The ASSOCIATION and the EMPLOYER recognize the UNION as the sole and exclusive Bargaining Representative for the Employees, now or hereafter employed in the Bargaining Unit for the purpose of Collective Bargaining in respect to pay, wages, hours of employment, or other conditions of employment. All work covered by this Agreement shall be performed by the Employees in this Bargaining Unit.

1.3 Any Employee of this Bargaining Unit may perform any or all of the work described herein provided he observes the special rules as described for the particular sub-division or specialty of the trade.

1.4 The EMPLOYER and the UNION agree that neither party shall discriminate against any person directly or indirectly, in such matters as race, creed, color, sex, national origin, age or religion.

## **ARTICLE II UNION SECURITY**

2.1 Maintenance of Membership: All Employees now included in the Bargaining Unit represented by the UNION and having a membership therein must, during the term hereof, as a condition of employment maintain their membership in the UNION.

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

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

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

## **ARTICLE III SUB-CONTRACTING**

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

3.2 EMPLOYER shall not contract or sub-contract any work coming within the jurisdictional claims of the UNION to any person, firm or corporation not covered by a Collective Bargaining Agreement with the UNION, provided, however, that the provisions of this paragraph shall apply only to the contracting and sub-contracting of work to be done at the site of construction, alteration, painting or repair of a building, structure or other work.

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

3.4 Any EMPLOYER who sublets any of the work coming within the jurisdiction of Carpenters shall assume the obligations of any sub-contractor to the extent of Carpenter labor employed on work under contract with the EMPLOYER for prompt payment of Employee's Wages, Health and Welfare, Pension and Apprentice Training Contributions, including reasonable attorney's fees incurred in enforcing the provisions hereof, provided the sub-contractor is not bonded as provided in Article XV hereof. The UNION will, upon written request, furnish written certification to any EMPLOYER as to whether a subcontractor is adequately bonded including expiration date of bond, and that wages and payments to Health and Welfare, Pension and Apprentice Contributions are current. If the Employees are withdrawn from any job in order to collect contributions to the Carpenters' Health and Welfare, Pension and Apprentice Training Program, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days notice of the intention to remove Employees from the job is given to the EMPLOYER and the sub-contractor by the UNION by registered mail.

3.5 If an EMPLOYER, bound by this Agreement, contracts or sub-contracts any work covered by this Agreement to be done at the jobsite of the construction, alteration, painting or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the EMPLOYER shall require such sub-contractor to be bound by all the provisions of this Agreement, or the EMPLOYER shall maintain daily records of the sub-contractor or the sub-contractor's Employees' jobsite hours and be liable for payments to the Chicago District Council of Carpenters Welfare Fund, the Chicago District Council of Carpenters Pension Fund, and the Chicago District Council of Carpenter Apprentice and Trainee Program, as provided in Articles XII, XIII, and XIV of this Agreement.

#### **ARTICLE IV WAGES**

4.1 The rate of wages shall be as follows:

Effective July 1, 1998, \$26.45. This amount does not include an additional \$0.10 per hour contribution to the Training Fund (Article XIV) from July 1, 1998 through December 31, 1998. Effective January 1, 1999, a total of \$0.06 per hour contribution to the United Brotherhood of Carpenters Health & Safety Fund of America, United Brotherhood of Carpenters Apprentice & Training Fund of North America, and the United Brotherhood of Carpenters Labor Management Education and Development Fund; and \$0.02 per hour to the new Labor/Management Union Carpentry Cooperation Promotion Fund. Also effective January 1, 1999, the per hour contribution to the Training Fund (Article XIV) decreases by \$0.08 per hour to accommodate the new Funds which are effective on the same date.

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

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.

### **SHOW UP TIME**

4.2 Any Employee reporting for work on order from the EMPLOYER expressed or implied, and not being put to work for any reason not beyond the control of the EMPLOYER, such as weather conditions, fire, accident or other unavoidable cause, shall not remain on the job longer than two (2) hours, and shall receive two (2) hours pay.

### **MINIMUM HOURS AFTER WORK COMMENCED**

4.3 If an Employee commences work on a job, the minimum pay he shall receive for that day shall be four (4) hours pay, except for conditions such as weather, fire, accident or other unavoidable cause beyond the control of the EMPLOYER.

### **ARTICLE V PAY DAY**

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

### **PAY ON TERMINATION OF EMPLOYMENT**

5.2 (a) Involuntary Dismissal

#### **BY DISCHARGE**

EMPLOYER may discharge any Employee at any time on any working day provided, however, Employee is given fifteen (15) minutes with pay to gather his tools, and is immediately tendered in hand on the job all wages due him. The parties hereto agree that the payment procedure upon discharge, as outlined above, is a condition precedent to lawful discharge.

#### **BY LAY-OFF**

When an Employee is laid off due to lack of work, he shall be paid immediately all wages due him to date, and he shall receive at least one (1) hour notice prior to 4:30 p.m. In the event such notice is not given, EMPLOYER shall pay one (1) hour of wages in addition to all wages due him. However, when the one (1) hour penalty is in effect, then in that event the one (1) hour wages shall be mailed to the home of the Employee within a twenty-four (24) hour period. If he is not paid on the job at the time he is laid off, he shall be paid four (4) hours of additional pay all of which shall be included in his last pay check.

(b) Voluntary Termination of Employment

When an Employee quits his job on his own accord, he may be required to wait, at the option of the EMPLOYER, until the next regular pay day for the wages due him.



5.3 In the event that an Employee does not receive the wages according to the foregoing, then in that event he shall be paid in addition thereto at the regular rate, all time he spends, (1) waiting to be paid, and/or (2) all time expended by him to receive his pay, but in no event less than one (1) hour of pay nor more than four (4) hours for any time so spent. Saturdays, Sundays and National Holidays are excluded.

5.4 (a) Employees working from a "Bos'ns Chair," or suspended from cables or ropes shall receive not less than twenty-five cents (25¢) per hour above the applicable rate of journeyman's pay.

(b) Employees required to work on or with any materials that are treated with any creosote materials, or acid that may cause rashes, burns, or toxic reaction, or are required to wear any type of special breathing apparatus as protection against inhalation of noxious gas or dust, shall not receive less than twenty-five cents (25¢) per hour above the applicable rate of journeyman's pay.

(c) The EMPLOYER shall furnish any necessary protective medication such as petroleum jelly, to prevent burns from said creosote or chemicals which may prove injurious to the skin. Gloves shall also be furnished by the EMPLOYER.

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

(e) In the event that the UNION notifies the EMPLOYER that a certain work is hazardous in nature, as defined in sub-section (b) above, a determination shall be made to establish the wage scale as well as working conditions and such scale shall be retroactive to commencement of such hazardous work.

#### **ARTICLE VI HOURS OF LABOR**

6.1 (a) Eight (8) hours shall constitute a regular day's work, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. with one-half (1/2) hour off from 12:00 Noon to 12:30 p.m. for lunch. Effective June 1, 1978, the lunch period may be adjusted at the EMPLOYER'S option during placement of concrete only, in any one-half (1/2) hour period between 12:00 Noon and 1:00 p.m. The regular work day as described above may be adjusted for cause. In such event, the EMPLOYER must receive approval of the Business Representative of the District or the District Council of Carpenters prior to effecting the adjusted work day schedule.

(b) Provided however, upon five (5) days' written notice to the Business Representative of the District or the District Council, the UNION will grant an adjusted work day which shall be at the option of the Employees.

6.2 There shall be no work done on the following holidays designated herein or days celebrated as such, except with written approval of the UNION and when work is authorized, the rate of pay shall be at the rate of double time:

NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY,  
LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY.

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 of which he is capable to perform, or unless his dismissal is due to conditions beyond the control of the EMPLOYER.

#### TRANSPORTATION

6.11 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.

6.12 On all mill jobs or other jobs where the men cannot drive to the jobsite the EMPLOYER shall furnish transportation to the jobsite when the distance is greater than three-tenths (3/10ths) of a mile.

6.13 On all jobs where the Employees are required to use Employer transportation to the jobsite, wages shall commence at 8:00 a.m.

#### ARTICLE VII SHIFT WORK

7.1 There shall not be more than one (1) shift of work (8:00 a.m. to 4:30 p.m.) performed in any one (1) day and at any one (1) site, except with UNION permission.

7.2 A pre-job conference shall take place between the President of the Carpenters District Council and the Business Representative of the District, wherein the work will be performed, and with the EMPLOYER or his representative before shift work will be allowed.

7.3 No shift work shall be permissible unless the shifts shall run a minimum of five (5) consecutive working days. When a jobsite qualifies for the use of a second and third shift, the following shall be applicable:

- (1) The First Shift shall start at 8:00 a.m. and end at 4:30 p.m., which shall be eight (8) hours.
- (2) The Second Shift shall start at 4:30 p.m. and end at 12:00 midnight.
- (3) The Third shift shall start at 12:00 midnight and end at 7:30 a.m.
- (4) The Second and Third Shifts shall receive eight (8) hours pay for seven (7) hours worked.
- (5) Lunch hours for shift work shall be:

|              |   |                          |
|--------------|---|--------------------------|
| First Shift  | - | 12:00 noon to 12:30 p.m. |
| Second Shift | - | 8:30 p.m. to 9:00 p.m.   |
| Third Shift  | - | 4:00 a.m. to 4:30 a.m.   |

7.4 Employees required to work through their specified lunch hour shall be paid double time for that period.

7.5 Any work done in excess of eight (8) hours on the first shift and in excess of seven hours on the second shift and third shift shall be paid wages at the rate of double time.

7.6 All Employees working between the hours of 8:00 a.m. Saturday and 8:00 a.m. Monday shall be paid wages at the rate of double time.

7.7 No Employee shall work more than one (1) shift in any twenty-four (24) hour period.

7.8 In the event permissible shift work does not fulfill the requirements as stated above, except for conditions beyond EMPLOYER'S control, time worked will revert to premium wages for the second and third shift.

#### **ARTICLE VIII INSURANCE**

8.1 EMPLOYER agrees to elect to be bound by the provisions of the Illinois Workers' Occupational Diseases Act and shall furnish to the UNION a Certificate of insurance covering all liability under such Act, and agrees further to furnish to the UNION a Certificate of Insurance from an insurance company authorized to do business in the State of Illinois covering liability under the provisions of the Illinois Workers' Compensation Act.

8.2 It is agreed that all EMPLOYERS not otherwise required to pay contributions under the Illinois Unemployment Compensation Act, and regardless of the number of men employed, shall voluntarily elect to become subject thereto and liable for the payment of contributions thereunder.

#### **ARTICLE IX SAFETY**

9.1 The EMPLOYER agrees to adhere to and comply with the provisions of OSHA, the Illinois Health and Safety Act; standards of the American Standards Association; the Safety Provision of the Walsh Healy Public Contracts Act; recommended practices of the National Safety Act; Local Building and Safety Codes and shall also comply with manufacturers specifications for safe operations of equipment.

9.2 Should a Carpenter be required by law to accompany any Safety Inspector, City, State or Federal (O.S.H.A.) on a Safety Inspection of the jobsite, he shall do so with pay.

9.3 Should a Carpenter be required to accompany a Building Trades Safety Committee on a Safety Inspection of the jobsite, he shall do so with pay.

#### **ARTICLE X JOB STEWARD**

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

- (1) The UNION requires that a Steward must fully protect the interest of the UNION.
- (2) The EMPLOYER requires that the Steward be a Carpenter who can efficiently perform his duties as a Carpenter and who will not disrupt the job unnecessarily in discharging his duties as a Steward.
- (3) To meet the two basic principles agreed to by the parties, it is further agreed:
  - (a) The Job Steward shall be a working Carpenter;
  - (b) The Steward shall be selected by the Business Representative of the UNION;
  - (c) In selecting a Steward, preference shall be given UNION Members presently employed in the Bargaining Unit of the EMPLOYER on the specific site, provided, however, that if, in the judgment of the Business Representative, no presently employed UNION Member is competent to act as Steward, the Steward shall be selected from outside the Bargaining Unit;

- (d) The UNION shall have the right to replace any Steward at any time.
- (e) So long as he is competent to perform the work to be done on the job, the Steward shall be the last Carpenter laid off, except for the Foreman:
- (f) These provisions shall not apply to the work of Pile Driving where the work is performed by a small crew. In the Pile Driving crew, one (1) in the crew shall be designated by the Business Representative as a Steward:
- (g) A Millwright Steward shall be appointed by the Millwright Business Representative on any job where Millwright work is being performed.
- (h) If there is any dispute as to any of the Sections or Sub-Sections of this Article, the provisions of Article XVIII will apply.

10.2 The duties of the Job Steward shall be to report to the Business Representative of the UNION:

- (1) Members' due delinquencies;
- (2) Violations of Collective Bargaining Agreement;
- (3) Carpenters employed seven (7) days or more, who have not become members of the UNION;
- (4) Disputes and grievances of members.

He shall not have the authority to:

- (1) Adjust violations of the Collective Bargaining Agreement;
- (2) Collect any money due the UNION from any person or applicant for membership or any other person.

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

#### **ARTICLE XI FOREMEN**

11.1 Where there are three (3) or more Carpenters on any one (1) jobsite and one (1) journeyman assumes responsibility other than that of a journeyman, the one (1) assuming the duties shall be designated a foreman, and shall receive the wages of a foreman.

(a) In the case of a Foreman who directs up to four (4) carpenters, the Foreman wage shall be one dollar fifty cents (\$1.50) per hour above the rate of wages for a journeyman.

(b) In the case of a Foreman who directs five (5) or more carpenters, the Foreman wage shall be two dollars (\$2.00) per hour above the rate of wages for a journeyman.

11.2 Where there are nine (9) or more Carpenters on any one (1) jobsite, one (1) must be designated a foreman, and he shall receive foreman's wages; he shall devote his time to supervision of the work and he shall not work with the tools.

11.3 Whenever a foreman or General Foreman is chosen by the EMPLOYER, he shall be a person from the unit described in Article I, Paragraph 1.1.

**ARTICLE XII  
HEALTH AND WELFARE FUND**

12.1 Each EMPLOYER shall pay into the Chicago District Council of Carpenters Welfare Fund (hereinafter referred to as "Health and Welfare Fund") an amount per hour for each of the first one hundred and seventy-five (175) hours worked for EMPLOYER during each calendar month by all of his Employees, who are covered by this Agreement as follows:

Effective July 1, 1998 - \$4.46.

Effective July 1, 1999 and July 1, 2000 there is a \$1.50 increase each year in the wage and fringe benefit package to be allocated between wages and fringe benefits at the discretion of the Executive Board of the Union. Notice in writing of the allocation shall be given to the EMPLOYER by the Union 30 days prior to the effective date.

12.2 The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the Chicago District Council of Carpenters 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 the said Agreement and Declaration of Trust as amended from time to time.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 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 and sixty (160) times the hourly contribution rate specified in this Article.

12.9 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 District Council of Carpenters 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.

12.10 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.

12.11 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 and 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.

12.12 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 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.

12.13 The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedure established in Article XVIII.

### **ARTICLE XIII PENSION FUND**

13.1 Each EMPLOYER shall pay into the Chicago District Council of Carpenters Welfare Fund (hereinafter referred to as "Health and Welfare Fund" an amount per hour for each of the first one hundred and seventy-five (175) hours worked for EMPLOYER during each calendar month by all of his Employees who are covered by this Agreement as follows:

Effective July 1, 1998 - \$2.25.

Effective July 1, 1999 and July 1, 2000 there is a \$1.50 increase each year in the wage and fringe benefit package to be allocated between wages and fringe benefits at the discretion of the Executive Board of the Union. Notice in writing of the allocation shall be given to the EMPLOYER by the Union 30 days prior to the effective date.

13.2 The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the Chicago District Council of Carpenters 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 the said Agreement and Declaration of Trust as amended from time to time.

13.3 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.

13.4 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.

13.5 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.

13.6 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 and sixty (160) times the hourly contribution rate specified in this Article.

13.7 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 District Council of Carpenters 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.

13.8 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.

13.9 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 and 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.

13.10 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.

13.11 The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedure established in Article XVIII.

#### **ARTICLE XIV TRAINING FUND**

14.1 Each EMPLOYER shall pay into the Chicago and Northeast Illinois District Council of Carpenters Apprentice and Trainee Program (hereinafter referred to as "Training Fund"): an amount per hour for each of the first one-hundred and seventy five (175) hours worked for EMPLOYER during each calendar month by all of his Employees who are covered by this agreement as follows:

Effective July 1, 1998 through December 31, 1998 twenty-five (\$0.25) cents per hour.

Effective January 1, 1999 through June 30, 1999 seventeen (\$0.17) cents per hour.

Effective July 1, 1999 and July 1, 2000 there is a \$1.50 increase each year in the wage and fringe benefit package to be allocated between wages and fringe benefits at the discretion of the Executive Board of the Union. Notice in writing of the allocation shall be given to the EMPLOYER by the Union 30 days prior to the effective date.

14.2 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 the said Agreement and Declaration of Trust as amended from time to time.

14.3 The said Training 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.

14.4 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 Training Fund.



14.5 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.

14.6 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 and sixty (160) times the hourly contribution rate specified in this Article.

14.7 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.

14.8 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.

14.9 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 and sixty (160) hours per month. Each such EMPLOYER shall execute a Participation Agreement with the Trustees of the Chicago and Northeast Illinois District Council of Carpenters Apprentice and Trainee Fund, upon the request of such Trustees, for such greater or lesser amounts of hours as the Trustees may deem appropriate.

14.10 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 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.

14.11 The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedure established in Article XVIII.

#### **ARTICLE XV BONDING**

15.1 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 ensure 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                 | <b>\$10,000</b> |
| Six (6) to Ten (10) Employees                 | <b>\$15,000</b> |
| Eleven (11) to Fifteen (15) Employees         | <b>\$20,000</b> |
| For those Employees in excess of Fifteen (15) | <b>\$50,000</b> |

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.

15.2 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 XVI TOOLS**

16.1 Each Employee is required to furnish, for his individual use only, all of those tools customarily required of a Carpenter to perform his duties. Employee shall not own, transport, furnish or rent any power operated tools, machinery, or equipment, to be used on any work to be performed by his EMPLOYER.

16.2 EMPLOYER shall provide, for the exclusive use of Carpenters, suitable lighted and heated places for them to eat and change their clothes.

16.3 EMPLOYER shall also provide a safe and secure place, on the job, for the storage of tools, shoes and clothing, both during and after working hours, however, the EMPLOYER shall replace or pay for the loss of any tools, shoes, clothing, but in no event shall the EMPLOYER pay more than Five Hundred Dollars (\$500.00) for each employee. On the request of the EMPLOYER it shall be the responsibility of the Employee, when storing tools, to furnish a list of tools and indicate the estimated value of such tools on forms supplied by the EMPLOYER. A duplicate copy of said list shall be given to the Employee signed by Management.

16.4 EMPLOYER shall furnish and make available at the jobsite all equipment generally and customarily used to sharpen the various tools used by Employees hereunder, but not including hand saws. Except for hand saws, sharpening of his own tools shall be the choice of the Employee at all times although Employee may, if he chooses, permit his tools to be sharpened other than at the jobsite by and at the expense of the EMPLOYER. Employees may sharpen tools during working hours, and the time thereby used shall be considered time worked. Hand saws may be sharpened other than at the jobsite and at the expense of the EMPLOYER. Any automatic equipment provided by the

EMPLOYER on the jobsite for the purpose of sharpening tools. (e.g., Foley Filer), shall be operated by a member of the Bargaining Unit.

#### **ARTICLE XVII APPRENTICES**

17.1 Every EMPLOYER who employs an average of five (5) Journeymen during six (6) months of a twelve (12) month period must employ one (1) Apprentice for every three (3) Carpenters, but not more than five (5) Apprentices for each EMPLOYER on any one jobsite. Additional Apprentices may be granted to any EMPLOYER upon proper application to the Trustees of the Chicago and Northeast Illinois District Council of Carpenters Apprentice and Trainee Program.

17.2 Any EMPLOYER who averages less than three (3) Carpenters during six (6) months of a twelve (12) month period, may be granted one (1) apprentice upon proper application to the above mentioned Trustees.

17.3 EMPLOYER agrees also to be bound by the rules and regulations promulgated by the aforementioned Trustees.

17.4 EMPLOYER agrees also that there shall be no discrimination in the employment of Apprentices based on race, creed, color, sex, national origin or religion, and that Apprentices shall be a minimum age of seventeen (17). The EMPLOYER and the UNION agree to be bound by all of the applicable provisions of Title 29, Part 5 and Part 30.

17.5 EMPLOYER who needs Certification of Apprentice for federally funded projects must request and receive such Certification from the Bureau of Apprenticeship and Training of the U. S. Department of Labor.

17.6 Any EMPLOYER notified by the Apprentice Program that an Apprentice has been dropped from Apprenticeship for violations of rules and regulations governing Apprentices, must terminate employment of said Apprentice. The Apprentice or EMPLOYER may appeal the decision to drop him from Apprenticeship by filing an appeal in accordance with the provisions of Section 5 of his Indenture Agreement.

17.7 EMPLOYER agrees to train an Apprentice in ALL phases of the carpentry trade in which the EMPLOYER is engaged. Upon refusal by EMPLOYER to comply with request by Apprentice to have his work assignment changed to another phase of carpentry, the Apprentice Program may assign Apprentice to new EMPLOYER. EMPLOYER agrees not to abuse the privilege of having the services of Apprentices by using them to do work that does not come under the jurisdiction of Carpenters.

17.8 EMPLOYER who employs trainees in the specialty branches of the Trade: (1) drywall and ceiling systems, and (2) shingle, siding and insulators, agrees to use said trainees only for the work which comes under the specialty branch of the trade for which he is indentured as stated herein.

#### **ARTICLE XVIII SETTLEMENT OF DISPUTES**

18.1 Except as provided in Sections 12.13, 13.11, 14.11, 27.1, 28.2, 33.1, 34.1, 35.1, and 36.1 of the 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.

18.2 Except as provided in Sections 12.13, 13.11, 14.11, 27.1, 28.2, 33.1, 34.1, 35.1, and 36.1 of this Agreement, the Board of Arbitration shall have jurisdiction over all questions involving the interpretation and application of any Section of the Agreement. It shall not, however, be empowered to handle negotiations for a new Agreement, changes in the wage scale or jurisdictional disputes.

18.3 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 XIX USE OF MACHINERY, TOOLS AND FACTORY MADE PRODUCTS**

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

19.2 Nothing in this Article shall be construed to assign the installation or assembly of factory made products to a person or persons outside the Bargaining Unit.

#### **ARTICLE XX MISCELLANEOUS PROVISIONS**

20.1 EMPLOYER shall give notice to the UNION and the appropriate Fund Office in writing not later than ten (10) days after the occurrence of any of the events relating to the EMPLOYER, occurring after the date hereof:

- (1) Formation of partnerships;
- (2) Termination of business;
- (3) Changes 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.
- (9) Name and identity of any parent company, subsidiary company or division.

20.2 The EMPLOYER shall maintain an office and a telephone where he can be contacted during the usual working hours.

20.3 Whenever the EMPLOYER party to this Agreement is a partnership, it is agreed as follows:

(1) That one (1) partner will execute the Agreement for the partnership and he shall be the only partner of the firm who shall work with the tools.

(2) In the case of a partnership which is a part of a multi-employer bargaining unit, only one (1) partner may work with the tools and his name shall be supplied the UNION on request.

(3) All other partners are specifically prohibited from working with the tools and shall not become Carpenter Employees of the firm to circumvent the provisions thereof.

20.4 EMPLOYER agrees to provide Employee with a statement each pay day setting forth the following information:

- (1) Hourly rate and number of hours worked in payroll period;
- (2) Gross salary;
- (3) Itemization of each and every deduction being made against gross salary.

Said statement can be part of a stub attached to employee's payroll check.

20.5 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 his office.

20.6 EMPLOYER agrees that, by appointment, and within forty-eight (48) hours of notice during the normal working days, he or his representative will meet with, at EMPLOYER'S office or shop anyone designated by the President of the UNION for the purpose of inspecting lists of Employees, payroll records, and time cards solely to determine whether the provisions of this Agreement are being complied with.

20.7 Business Representatives of the UNION have the right to enter, go upon, or inspect any construction site, whether or not Carpenters are actually employed thereon, to effectuate the purposes of this Agreement but they shall not in any way interfere with the EMPLOYER'S affairs thereon.

20.8 The EMPLOYER shall furnish at all times and places suitable drinking water and sanitary facilities.

20.9 Employees covered by this Agreement shall not perform work on a piece-work basis.

20.10 The EMPLOYER agrees that he will not sublet any work to any Employee or Employees.

20.11 This Agreement shall not be transferable by any EMPLOYER either by action of such EMPLOYER or by operation of law. In the event any EMPLOYER, whether an individual, partnership, or corporation covered by this Agreement, merges, consolidates or transfers a controlling interest in his, their, or its business, this contract may be canceled as to such EMPLOYER by the UNION.

20.12 The breach by an EMPLOYER of any of the provisions of this Agreement may, by written notice, be declared by the UNION to be a breach of the entire Agreement.

20.13 Before EMPLOYER commences work on any job, he must first give the UNION reasonable advance notice of that fact, unless the Steward is on the job. The notice can be given by mail or telephone and must include the location of the work.

20.14 Notwithstanding any other provision of this Agreement, the EMPLOYER shall have the right to take such action as shall be 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 employment opportunity.

20.15 When EMPLOYER is engaged in work within the geographical jurisdiction of the District Council, not less than sixty-six percent (66%) of carpenters employed by EMPLOYER shall be from among the members of the Bargaining Unit who are represented by Local Unions within such geographic jurisdiction or counties bordering such geographic jurisdiction.

The EMPLOYER may at its sole option request that the Union refer applicants to fulfill the EMPLOYER'S obligation in Article 20.15.

If the UNION is unable to refer such applicants as required by the EMPLOYER within forty-eight (48) hours, then the EMPLOYER may hire carpenters without respect to geographic jurisdiction or geographic area. All carpenters employed under this paragraph shall be classified as permanent employees, subject to the provisions of Articles 2.1, 2.2, 2.3 and 2.4

20.16 In the event of municipal work requiring shifts to occur at times other than those specified in the Article because of traffic congestion, public safety, municipal requirements or other situations; different shifts and starting times can be established upon mutual agreement by Owner, Contractor, and UNION.

20.17 No EMPLOYER who first becomes signatory to or bound by this Agreement after May 31, 1984 shall work with the tools of the trade unless he is currently employing at least one (1) journeyman who is working for such EMPLOYER full time.

20.18 (a) Peak Demand Permits. The provisions of this sub-section shall be limited to periods when there are no journeymen or apprentices reasonably available for employment as determined by the President of the District Council.

(b) Notwithstanding any other provisions in the Agreement, the EMPLOYER may not employ Employees other than journeymen and apprentices except by UNION permit.. When the following conditions are met, the UNION shall issue the requested permits for permit Employees:

- (1) The EMPLOYER regularly employs apprentices or trainees; and
- (2) The EMPLOYER notifies the UNION of the name, address, phone number, if available, and Social Security number of each permit employee; and
- (3) The established permit fee is submitted to the UNION; and
- (4) The EMPLOYER has notified the UNION of an unmet need for Employees and the location of the jobsite(s), if available, and the UNION cannot provide Employees within forty-eight (48) hours of such notice. Provided, however, that the President of the District Council or his designee shall have the authority to waive such forty-eight (48) hour notice in his discretion for good cause shown.

(c) EMPLOYER shall notify the UNION upon the termination of the employment of such permit Employee.

(d) An EMPLOYER may, unless determined otherwise by the President of the District Council or his designee in his discretion for good cause shown, hire not more than one (1) Employee on permit for each three (3) journeymen employed by the EMPLOYER.

(e) No journeyman or apprentice shall be laid off for lack of work while any Employee on permit is employed.

(f) Journeymen and Apprentices shall be given preference to all overtime work.

(g) The EMPLOYER may request the enrollment of any Employee working on permit into the apprenticeship program in accordance with procedures established by the Board of Trustees.

(h) 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.

(i) EMPLOYER shall make contributions to the fringe benefit funds for each hour worked under this Agreement by Employees, including Employees on permit. Employees working under a permit issued in accordance with this Sub-section 20.18 shall receive wages at a rate of pay equal to that of a first year apprentice.

20.19 (a) Apprentice Applicant Permits. This sub-section shall apply only when an Employer has requested the enrollment of an Employee in the Apprenticeship program in accordance with procedures established by the Board of Trustees. A permit shall be issued to such Employee pursuant to this Sub-section provided that:

(1) The EMPLOYER regularly employs apprentices or trainees; and

(2) The EMPLOYER notifies the UNION of the name, address, phone number, if available, and social security number of each Employee for whom a permit is requested under this sub-section; and

(3) The established permit fee is submitted to the UNION.

(b) An EMPLOYER may, unless determined otherwise by the President of the District Council or his designee in his discretion for good cause shown, hire not more than one (1) such Employee on permit for each three (3) journeymen employed by the EMPLOYER.

(c) EMPLOYER shall make contributions to the fringe benefit funds for each hour worked under this Agreement by Employees, including Employees on permit. Employees working under a permit issued in accordance with this Sub-section 20.19 shall receive wages at no less than the rate of pay of a first year apprentice.

(d) 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. The EMPLOYER may request additional thirty (30) day periods. 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 hours worked for the expiration of the permit. 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.

(e) No Employee to whom a permit has been granted under this sub-section shall be eligible to have such permit renewed unless he or she continues to be employed by the EMPLOYER.

(f) No permit shall be renewed under this sub-section at any time during which the President of the District Council finds that there are a significant number of unemployed apprentices who are reasonably available for employment.

#### **ARTICLE XXI MOST FAVORED NATIONS**

21.1 (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 with Cook, Lake and DuPage Counties, Illinois. In no event, shall wage rates contract terms, or work rules granted any sub-trade (including sub-trades whether or not dealt with in Articles I, XXII, XXIII, XXIV and XXV) be applied to general carpentry or any other sub-trade. However, all EMPLOYERS operating within a sub-trade shall have the benefit 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 government agreements, nor to the terms and conditions in effect for the first one hundred and 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 and 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, 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 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 Association.

(d) Notwithstanding anything to the contrary above in this Article XXI, the terms and conditions of any Amendment which results from the application of or pursuant to Article XXXI of this Agreement (or any counterpart thereof in any other Agreement with the UNION) shall not be subject to the prior sub-sections of this Article XXI except as may be specifically provided in such Amendment(s).



**ARTICLE XXII**  
**PILE DRIVING — SCOPE OF WORK**

22.1 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 the 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, and bulb piles; (3) the driving of all composite pile; (4) the driving of cofferdams, installation, and removal of all bracing and walers in cofferdams; (5) the erection of all trestles, falsework and docks; (6) the jobsite erecting and dismantling of derricks, A frames, cranes and gin poles, when used in conjunction with pile driving work; (7) the cribbing, shoring and underpinning of buildings when pile driving is involved; (8) the erection, dismantling and jacking of pile load tests and all jacking for and during tests; (9) the jobsite loading, unloading and distribution of all pile driving equipment and piling except when truck drivers can roll off or dump load; (10) the jobsite maintenance of pile driving equipment; (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) the job site preparation of all barges, scows, rafts, floats and pontoons to be used in pile driving work; (13) the operation of spud engines and deck engines or rigs doing pile driving work; (14) crane signaling pertaining to all pile driving work; (15) the firing of boilers on derricks or barges being used on pile driving work; (16) the jobsite positioning, repositioning, flooding, refloating, to such point as is the final floating position of water tight midsection hulls used as temporary breakwaters on pile driving work; (17) the installation of all skimmer plates when attached to piles; (18) the installation of mooring buttons, bollards, cleats, bumpers, chains, fenders and barge deflectors; (19) installation of hog rods, anchors and tie backs; and (20) all other work hereafter awarded to pile drivers.

**PILE DRIVING — WORKING RULES**

22.2 On all floating rigs engaged in driving of piles there shall be no less than four (4) journeymen and a foreman to constitute a crew. When a pile driver is used lofting piles with a deck engine, a crew shall consist of five (5) journeymen and a foreman.

22.3 On cranes engaged in driving of piles there shall be no less than four (4) journeymen and a foreman to constitute a crew.

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

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

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

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

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

22.9 A crew shall consist of five (5) journeymen and one (1) foreman or more as needed when assembling and driving shell piles requiring plastic cement or pitch and tar, rubber "O" rings.

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

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

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

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

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

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

22.16 In the event the EMPLOYER decides it is necessary to work at any time during inclement weather the EMPLOYER shall make foul weather gear available for the Employees.

22.17 When a man is working in water where hip boots are insufficient the EMPLOYER shall pay the man a premium of twenty-five cents (25¢) an hour for straight time and fifty cents (50¢) an hour for overtime.

22.18 All Employees directed to work for the EMPLOYER must be qualified and skilled in their trade.

22.19 Any special certification test of a qualified pile driver-welder, taken for the convenience of the EMPLOYER, shall be paid for by the EMPLOYER. Before a qualified pile driver-welder commences the welding test, he shall be placed on the payroll of the EMPLOYER and be paid pile driver's wages. A qualified pile driver-welder is one who passed a qualification test given by a recognized testing laboratory within the area covered by this Agreement.

22.20 Travel pay for work in Porter County, Indiana will be paid as follows:

Burns Harbor including Midwest

Steel, Bethlehem Steel and NIPSCO \$1.75 a man per day

Michigan City \$2.25 a man per day

#### **PILE DRIVING TERRITORIAL JURISDICTION**

22.21 The pile driving territorial jurisdiction of the Chicago and Northeast Illinois District Council of Carpenters, as determined by the United Brotherhood of Carpenters and Joiners of America, includes Cook, Lake and DuPage Counties, Illinois

All waterfront pile driving work on the Lake Michigan Shores of Lake, Porter and LaPorte Counties, Indiana. Waterfront pile driving work shall include all pile driving work on any building, structure or project, any part of which is in or over water. This shall include reclaimed land in areas previously a part of the Lake Michigan waterfront.

All pile driving work in Lake and Porter Counties, Indiana other than highway work.

**ARTICLE XXIII  
MILLWRIGHT — WORKING RULES**

23.1 EMPLOYER shall furnish, if required, all precision levels over twelve inches (12"), all calipers over eight inches (8"), outside micrometers over one inch (1"), inside micrometers over eight inches (8"), all adjustable wrenches over twelve inches (12"), all socket wrenches over one-half inch (1/2") drive, box socket and open end wrenches over one and one-fourth inches (1-1/4"), all drills, taps, files, emery cloth, sand paper, hack saw blades and all hammers over two (2) pounds.

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

23.3 When it is necessary to store Employee tools on the jobsite during his non-working hours, the Contractor shall be responsible for loss due to fire or burglary at seventy percent (70%) of the cost to a maximum of Eight Hundred Dollars (\$800.00). On the request of the EMPLOYER, it shall be the responsibility of the Employee when storing tools, to furnish a list in duplicate to the EMPLOYER to obtain this protection.

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

23.5 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 thirty dollars (\$30.00) per night.

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

23.7 Where there are eight (8) or more Millwrights on any one jobsite, one (1) must be designated a non-working foreman, who shall devote his time to supervision of the work and shall not work with the tools.

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

**ARTICLE XXIV  
SHINGLING, SIDING AND INSULATING MECHANICS — GENERAL**

24.1 All scaffolding shall be inspected to determine that such scaffolding is in safe condition and meets all safety standards.

24.2 An Employee shall not transport, or in any way carry, any equipment or materials in the automobile or truck of such Employee, with the exception of sundry material items necessary for the uninterrupted continuance of the job. Nor shall such Employee own, furnish, or rent any equipment to be used on any work to be performed for the EMPLOYER.

#### **CLAIMS AND JURISDICTION OF THE SHINGLING MECHANICS**

24.3 All asphalt, wood, plastic, metal or composition roofing applied to any and every type of roof shall be the work of the shingler.

24.4 A shingler shall not carry any material weighing over sixty (60) pounds to a height in excess of two (2) story building.

24.5 Roof jacks and stages or planks shall be provided on all roof jobs with eight-twelfths (8/12ths) or greater pitch as the bottom scaffold. Unfavorable weather conditions on roofs with a pitch less than eight-twelfths (8/12ths) shall require sufficient roof jacks and staging or planks to provide safe working conditions.

#### **CLAIMS AND JURISDICTION OF THE SIDING MECHANIC**

24.6 All asphalt, insulated asphalt, asbestos, cement, aluminum and other metals or plastics applied to the outside wall of any building; underlying materials, such as aluminum foil, building paper, plastic or asphalt felt, shall be the work of the siding mechanic.

#### **CLAIMS AND JURISDICTION OF THE INSULATING MECHANIC**

24.7 All insulation, batts laid, tacked or stapled, glued or cemented on the building in any form; all blown insulation, wet or dry to walls, ceilings, or floors, shall be the work of the insulator.

24.8 One (1) journeyman or Apprentice Carpenter shall be in attendance of the blowing machine, and all men on batts or blown jobs shall be provided with masks at all times by the EMPLOYER.

### **ARTICLE XXV INSTALLERS OF FLOOR AND WALL PRODUCTS**

25.1 An Employee who is required to use his automobile to carry the EMPLOYER'S materials or the EMPLOYER'S tools shall be compensated at the rate of three dollars (\$3.00) per day.

25.2 The EMPLOYER shall pay for all business calls made by the employee as well as for all parking fees and toll charges.

25.3 No EMPLOYER of Floor and Wall Installers shall work with the tools of the trade unless he is currently employing two (2) journeymen who are working for such EMPLOYER full time.

25.4 An Employee shall not transport EMPLOYER'S materials, with the exception of sundry items which are necessary for the uninterrupted continuance of the job, in any conveyance owned by the Employee nor shall the Employee rent or lease such conveyance to the EMPLOYER for such purpose.

25.5 By way of illustration and not limitation, the work of installers of Floor and Wall Products consists of preparation and/or forming of all materials, whether accomplished by hot iron, cemented, cemented tape, tacked, stapled or sewed method, for installing on floors, walls, stairs, ceilings, fixtures, furnishings or exterior applications on structures, patios, pool perimeters, area ways all other like or similar applications and as simulated turf.

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

Installation of carpet, 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, steel, concrete, plaster, plastic or base of like or similar composition.

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

Installation of all resilient type and carpet type materials on floors, walls, stairs, ceilings, fixtures, furnishings or exterior applications on structures, patios, pool perimeters, area ways, all other like and similar applications and as simulated turf.

The take-up and relaying, spreading of all adhesives, priming of all surfaces, sanding and necessary patching and preparation, removal of old material, finishing where required to complete Manufacturers' process, handling, distributing and unpacking, drilling of holes and insertion of sockets, pins, dowels or similar fastening device, placing or stripping, fitting of all devices for the attachment of material and the installation of all metal, rubber, vinyl, wood and/or plastic trim or accessory materials, the aforementioned to cover materials listed in above jurisdiction.

#### **ARTICLE XXVI LATHERS — SCOPE OF WORK**

26.1 The EMPLOYER recognizes that the UNION claims jurisdiction of work performed on all lathing operations.

It shall have jurisdiction over the following work: handling, erecting, installing and welding of all light iron construction, furring, making and erecting of brackets, clips and hangers: wood, wire and metal lath: plasterboard or other material which takes the place of same to which plastic or acoustical material is adhered: corner beads: all floor construction: arches erected for the purposes of holding plaster, cement, concrete, or any other plastic or acoustical material.

26.2 All carrying bars, purlins and furring regardless of size: light iron and metal furring of all descriptions, such as rods, channels, flat iron, Nailock, Screwlock, Pomeroy, T-Bar: all light iron and metal studs such as Stran Steel, Penn Metal, Soule, Truscon, and all other types of light iron and metal studs, no matter what the manufacturer, when such studs are to receive metal lath, rock lath or other material for the application of plaster or other sprayed on wet material: and all other light iron furring erected to receive lath and plastic or acoustic materials.

26.3 The nailing, tying, or screwing of all wire and metallic lath such as wirecloth, wire mesh, expanded metal lath, hyrib lath and all ribs and flat expanded metal lath and wire of all descriptions as well as the placing of all hangers and all inserts used for the purpose of supporting suspended ceilings of any of the above types of floor lath, such as hyrib lath, paperback Steeltex floorlath, Penn metal rib, and all other appurtenances connected therewith.

26.4 The nailing, screwing, clipping or fastening by any other means, of all types of plasterboards and stripping, to all types of study, which is to act as a base for plaster.

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

26.6 The prefabrication by the contractor, of furring iron and metal lath, whether fabricated on the job or in a warehouse or shop operation, will be fabricated by Employees covered by these Working Rules.

26.7 All other work hereafter awarded to Lathers.

26.8 The Working Rules in this Agreement shall be interpreted and applied in a manner consistent with the intent and purpose of this Agreement.

#### **LATHER WORKING RULES — LOCAL DUES**

26.9 It is agreed that each EMPLOYER will withhold from the wages of a member of Local Union No. 74-L in his employ that amount per hour for each worked as is set forth in a signed authorization received by the EMPLOYER from the member. It is further agreed that the EMPLOYER will forward the withholding to the office of Local Union No. 74-L by the fifteenth (15th) day of the month following the month for which the withholding is made, with an itemized return form listing the name of each employee, such forms to be furnished to the EMPLOYER by the UNION.

The UNION agrees that it will secure from each of the members of Local Union No. 74-L a written assignment executed by such member authorizing an EMPLOYER to deduct the amount hereinabove fixed from his wages and to transmit such amount to the Local Union in payment of membership dues.

Copies of such assignments shall be sent to EMPLOYER by the UNION upon EMPLOYER request.

#### **REGISTRATION DAY**

26.10 No work will be permitted on the first Saturday in June of each election year (Local 74-L Registration Day) except in emergency.

#### **ROCK LATH**

26.11 Rock lath or similar substitutes must be erected with broken joints, or straight joint stripped with metal lath not less than four inches (4") wide.

#### **LATHER TERRITORIAL JURISDICTION**

26.12 The recognized territorial jurisdiction of Local No. 74-L shall be established by the United Brotherhood of Carpenters and Joiners of America which is as follows:

Starting at a point where the Indiana-Illinois State lines meet at Lake Michigan, then South along the Indiana-Illinois State line to Route 24. West on Route 24 to Route 52. Northwest on Route 52 to where it becomes Route 52, 45 and 116. West on Routes 52, 45 and 116 to the northern outskirts of Pontiac to Route 23. North, West and North again on Route 23 to the western outskirts of Ottawa to Route 6. West on Route 6 to Route 51 and 52. North on Route 51 to Route 64. East on Route 64 to Route 23. North on Route 23 to Route 173. East on Route 173 to the Lake County line. North on the Lake County line to the Illinois-Wisconsin State line. Then East on the Illinois-Wisconsin State line to Lake Michigan.

26.13 The terms and conditions of this Agreement shall only be effective in that portion of the territorial jurisdiction described in 26.12 which lies within Cook, Lake and DuPage Counties.

**ARTICLE XXVII  
DUES CHECK-OFF**

27.1 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 indemnify, defend, and save EMPLOYER harmless against any and all claims, demands, suits or other forms of liability including the payment of costs and reasonable fees of Attorney that shall arise out of or by reason of action taken, or not taken by EMPLOYER for the purpose of complying with any provision of this Article, or in reliance upon any lists, notices or assessments furnished under this Article. The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article XVIII.

**ARTICLE XXVIII  
INDUSTRY ADVANCEMENT FUND**

28.1 Each EMPLOYER shall contribute two cents (2¢) for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement to the MIDWEST CONSTRUCTION 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.

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

28.3 Upon sixty (60) days written notice to the President of the District Council, RCEC may increase the contributions for each hour worked for the Employer by those of his Employees covered by this Agreement to the Midwest Construction Industry Advancement Fund or such other fund as RCEC in its sole discretion may designate. This increase in the contribution paid by the Employer shall be in addition to any amounts paid under the terms of this Agreement.

**ARTICLE XXIX  
[Reserved]**

**ARTICLE XXX  
JOINT CONFERENCE BOARD**

30.1 The Standard Agreement formulated by the Joint Conference Board of the Building Construction Employers Association of Chicago, Inc. and the Chicago and Cook County Building Trades Council, as amended and readopted, shall be and hereby is adopted as a part of this Agreement for the Builders Association of Chicago and its members only, as fully and completely as if incorporated herein, except as to any provision of said Standard Agreement which may override or be in conflict with any of the Articles or provisions of this Agreement.

**ARTICLE XXXI  
MARKET AND GEOGRAPHIC AREA COMMITTEE**

31.1 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.

31.2 Scope and Authority.

(a) The Market and Geographic Area Committee is authorized and created pursuant to this Article XXXI 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 request 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.

31.3 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 areas within the ten (10) county territorial jurisdiction of the Chicago and Northeast Illinois District Council or Carpenters Area Agreement.

(c) Adequate Economic Justification. As used in 31.2(b) of the Area Agreement, 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 authority to do so.

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

31.5 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 as 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 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 XXXII SUBSTANCE ABUSE AND RECOVERY PROGRAM**

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

32.2 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 UNION and three (3) persons selected by the Associations. This Committee shall meet on the request of any two 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.

32.3 The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. 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.

32.4 (a) For the purposes 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 Jobsite 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.

32.5 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 Employee and after consultation with such Employee's physician or other physician, the Employer shall attempt to accommodate an Employee by reassignment to a job compatible with the administration of such medication.

32.6 An Employee who is involved in the sale, purchase, dispensation, distribution, possession, consumption or use of a Prohibited Substance on the jobsite shall be subject to termination.

32.7 No pre-employment screening shall be permitted and no random testing shall be permitted except as provided in Sections 32.17(c) and 32.8.

32.8 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 32.8(b), 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.

32.9 An Employee who refuses to submit to a test requested pursuant to 32.8 shall be offered the option of enrolling in a Member Assistance Program. In the event the Employee refuses to do either, he shall be subject to termination.

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

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

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

32.13 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).

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

32.15 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 Workplace Ethical Guidelines.

32.16 (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 (MAP). In the event such Employee declines to participate in the MAP, he shall be subject to termination.

32.17 (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) Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will 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.

32.18 All aspects of this policy and program shall be subject to the grievance procedure of the Collective Bargaining Agreement.

32.19 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 XXXIII  
UNITED BROTHERHOOD OF CARPENTERS  
HEALTH & SAFETY FUND OF AMERICA**

33.1 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 XVIII.

**ARTICLE XXXIV  
UNITED BROTHERHOOD OF CARPENTERS  
APPRENTICE & TRAINEE FUND OF NORTH AMERICA**

34.1 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 XVIII.

**ARTICLE XXXV  
UNITED BROTHERHOOD OF CARPENTERS  
LABOR MANAGEMENT EDUCATION AND DEVELOPMENT FUND**

35.1 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 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 XVIII.

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

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

**ARTICLE XXXVII  
SAVINGS CLAUSE**

37.1 Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts of provisions affected.

37.2 All of the provisions contained in Articles I through XXI shall be and they are hereby made a part of Articles XXII through XXVI, except that if any of the provisions pertaining to the respective classifications, as set out in Articles XXII through XXVI are deemed to be inconsistent with any of the provisions of Article I through XXI, in that event, the provisions of Articles XXII through XXVI shall apply, but only to the Employees referred to in Articles XXII through XXVI.

## **RESIDENTIAL ADDENDUM**

1.1 This Addendum shall apply only to work performed on a residential structure which does not have elevator service and which is not more than three and one-half (3-1/2) stories in height and for work performed in the remodeling of or on the construction of an addition of such unit.

1.2 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.

### **WAGES**

2.1 Notwithstanding the other provisions of Article IV, XII, XIII, and XIV of this Agreement, the rate of wages for Journeymen and the rate of contributions to the fringe benefit funds for the period of July 1, 1998 through September 30, 2001, for work performed in construction of a residential structure which does not have elevator service and which is not more than three and one-half (3 1/2) stories in height and for work performed in the remodeling or in the construction of an addition shall be as follows:

\$26.45 EFFECTIVE July 1, 1998 through June 30, 1999.

EFFECTIVE on each of the following dates:

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

July 1, 2000 -- \$1.50 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.

2.2 At the end of each calendar quarter in 1999, 2000 and 2001, the administrator of the Chicago District Council of Carpenters Welfare Fund shall determine, based on the below definitions, the amount of the operating expense and reserve. The 175-hour cap shall be reinstated beginning on the first day of the second calendar quarter following a review quarter when reserves have been restored to 53% of operating expenses.

The following definitions shall apply:

(a) "Operating expenses" -shall mean twelve months of total expenses for member benefits and administration as shown on the "Statement of Income and Expenses" prepared monthly by the Chicago District Council of Carpenters Welfare Fund.

(b) "Reserves" -shall mean the total assets as shown on the "Balance Sheet" prepared monthly by the Chicago District Council of Carpenters Welfare Fund.

2.3 The wages of a Foreman shall be computed as follows:

(a) In the case of a Foreman who directs up to four (4) carpenters, the Foreman wage shall be one dollar and fifty cents (\$1.50) per hour above the rate of wages for a journeyman.

(b) In the case of a Foreman who directs five (5) or more carpenters, the Foreman wage shall be two dollars (\$2.00) per hour above the rate of wages for a journeyman.

## **INTERIOR CUSTOMER SERVICE**

3.1 Notwithstanding the provisions of 6.3 of the Area Agreement and except as provided in Section 3.4 of this Addendum, wages on such occupied residential units between 8:00 A.M. and 4:30 P.M. on Saturday shall be paid at the rate of straight time. Overtime pay for work performed after 4:30 P.M. on Saturday or after the first eight (8) hours of an approved adjusted work day on Monday, shall be paid at the rate of double time. In the event that there is more than one (1) shift of work on Saturday shall be paid at the rate of double time.

3.2 This Section shall apply only to Interior Customer Service Work performed within one year of the date of initial occupancy to correct or repair defects in the construction of such residential units. This Section shall not apply to any remodeling of or additions to a unit.

3.3 Interior Customer Service Work as described herein shall be voluntary and each Employee shall have the right to refuse to perform such work. Such refusal shall not be grounds for the discharge, discipline or any other action by the EMPLOYER against such employee.

3.4 The provisions of this Section shall not apply to any hours of work performed by an Employee for the EMPLOYER in excess of forty hours during the week in which the Interior Customer Service Work is performed.

## **APPRENTICES**

4.1 Notwithstanding the provision of Section 17.1 of the Area Agreement, the EMPLOYER, at its option, may employ one (1) Apprentice for each three (3) journeymen-carpenters employed on such jobsite. Employers may employ no more than two (2) apprentices for each five (5) journeymen.

4.2 (a) Subject to the provision 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 provision of this Section 6.11 of the Residential Addendum shall be considered to be apprentices.

(b) The provision 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 the Employees hired under the provision of this Section the Employer shall pay wages in an amount equal to that of first year apprentices but shall otherwise be exempt from the requirements of Sections 12.1, 13.1, 14.1 and 20.18(1). 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 call who does not do so.

(f) The employment of Employees under this Section shall not result in the layoff 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.

### **WORKING WITH TOOLS**

5.1 No EMPLOYER who first becomes signatory to or bound by this Agreement after May 31, 1982, shall work with the tools of the trade unless he is currently employing at least one (1) journeyman who is working for such EMPLOYER full time.

### **PEAK DEMAND PROVISION**

6.1 The provisions of this section shall be limited to residential construction as defined herein and further limited to periods when there are no journeymen or apprentices reasonably available for employment as determined by the President of the Council.

6.2 Notwithstanding any provisions in the Agreement, an EMPLOYER may not employ Employees other than journeymen and apprentices except by UNION permit. Employees who have been issued a permit shall receive wages at the rate of pay of a first year apprentice provided that:

(a) The EMPLOYER regularly employs apprentices or trainees; and

(b) The EMPLOYER notifies the UNION of the name, address, phone number, if available, and social security number of each permit employee; and

(c) The established permit fee is submitted to the UNION; and

(d) The EMPLOYER has notified the UNION of the unmet need for employees and the locations of the jobsite(s) and the UNION cannot provide employees within 48 hours of each notice. Provided, however, that the President of the District Council or his designee shall have the authority to waive such 48 hour notice in his discretion for good cause shown.

6.3 When the conditions of 6.2 of this Addendum are met, the UNION shall issue the requested permits to the permit employee for such EMPLOYER only. EMPLOYER shall notify the UNION upon the termination of the employment of such permit employee.

6.4 An EMPLOYER may, unless determined otherwise by the President of the District Council or his designee in his discretion for good cause shown, hire not more than one (1) employee on permit for each four (4) journeymen employed by the EMPLOYER.

6.5 No journeyman or apprentice shall be layed-off for lack of work while any Employee on permit is employed.

6.6 Journeymen and apprentices shall be given preference to all overtime work.

6.7 Permits shall only be issued by the President of the Council or his designee for a 30-day period and shall be renewed for an additional 30-day period upon the request of the EMPLOYER. The EMPLOYER may



request additional 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 30 days.

6.8 An EMPLOYER may request enrollment into the Apprentice Program of his permit employees subject to Fund Rules and affirmative action guidelines. Rules governing admission into the program are available through the offices of RCEC or the Carpenters Union.

6.9 Notwithstanding any provisions of 20.18 to the contrary, any person to whom a permit has been issued pursuant to 20.18 which is still in effect on the date such person's enrollment in the Apprentice Program is requested by such person's EMPLOYER shall continue to have his permit renewed automatically until he has either failed such admissions tests as may be established by the Board of Trustees or, having passed such tests and been accepted into the Apprentice Program and fails to begin attending school at the time established for such person by the Board of Trustees.

6.10 The provisions of subsection 6.9 of the Addendum shall apply to any EMPLOYER who or which is meeting the same affirmative action guidelines as established by the Bureau of Apprenticeship and Training, U.S. Department of Labor.

#### **MOST FAVORED NATIONS**

7.1 In no event shall any EMPLOYER be required to pay higher wage rates or be subject to more unfavorable wage rates, contract terms or work rules, than those agreed to by the UNION in any Collective Bargaining Agreement with any other construction industry employer within Cook, Lake and DuPage Counties, Illinois. In no event shall wage rates, contract terms, or work rules granted any sub-trades (including sub-trades whether or not dealt with in Articles I, XXII, XXIII, XXIV, and XXV) be applied to general carpentry or any other sub-trade. However all EMPLOYERS operating within a sub-trade shall have the benefit 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 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 ninety (90) days of an agreement with the UNION during the prior twenty-four (24) month period. (Agreements lasting more than one hundred and eighty (180) days must be approved by the Labor-Management Committee established under this Article.)

7.2 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, 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 concurrence of the Labor-Management Committee established under this Article.

7.3 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 (RCEC).

7.4 Notwithstanding anything to the contrary above in this Article, the terms and conditions of any Amendment which results from the application of or pursuant to Article XXXI of the Agreement (or any counterpart thereof in any Agreement with the UNION) shall not be subject to the prior subsections of this Article except as may be specifically provided in such Amendment(s).

#### **STANDING COMMITTEE**

8.1 Labor-Management Committee: There shall be established a Standing Committee of three (3) members appointed by RCEC and three (3) members appointed by the Union to discuss any issues without limitation relating to the industry and three (3) members appointed by the Union with the object of providing the highest quality of work at fair and reasonable prices.

8.2 The Standing Committee shall meet not less than once each quarter.

#### **MISCELLANEOUS**

8.3 Notwithstanding the provisions of Section 29.1 of this Agreement, an Employer working on a structure defined in Section 1.1 of this Addendum is not required to contribute to the Chicagoland Construction Safety Council.

#### **SATURDAY MAKE-UP DAY**

9.1 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.

(a) 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 a forty (40) hour work week.

(b) 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 jobsite shall be offered the first opportunity to work the Saturday Make-Up Day on that jobsite, to the extent such work exists.

(c) 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.

(d) An Employer making use of the Saturday Make-Up Day shall report, on a form developed by the Union and Association Committees, by jobsite, 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.

(e) 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.

CHICAGO AND NORTHEAST ILLINOIS  
DISTRICT COUNCIL OF CARPENTERS

AND

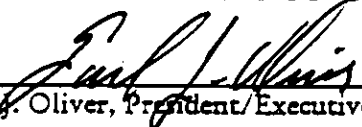
RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL

AREA AGREEMENT

Cook, Lake, DuPage Counties, in Illinois

July 1, 1998 - September 30, 2001

CHICAGO AND NORTHEAST ILLINOIS  
DISTRICT COUNCIL OF CARPENTERS

  
\_\_\_\_\_  
Earl G. Oliver, President/Executive Secretary Treasurer

Date: July 1-98

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

Date: July 1-98

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:   
\_\_\_\_\_  
Ken Christopherson

Date: July 1 1998