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3,000 workers

33 pp.

**CARPENTER AGREEMENT**

**MAY 7, 2003 – MAY 6, 2008**

**SOUTHERN ILLINOIS BUILDERS ASSOCIATION**

and

**CARPENTERS' DISTRICT COUNCIL OF GREATER ST. LOUIS AND  
VICINITY**

formerly  
Su. 14 DC

an affiliate of the

**UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA**

**INDEX**

**PAGE**

**ARTICLE 1: RECOGNITION-RIGHT TO HIRE**

Section 1.01-Recognition.....3  
Section 1.02-Right to Hire.....3  
Section 1.03 .....4  
Section 1.04-Out of Town Contractors.....4  
Section 1.05-Job Labor Standards and Job Security .....4

**ARTICLE 2: SCOPE OF WORK**

Section 2.01-Occupational Scope.....5

**ARTICLE 3: INTENT AND PURPOSE**

Section 3.01 .....10  
Section 3.02 .....10

**ARTICLE 4: UNION SECURITY**

Section 4.01 .....10  
Section 4.02 .....10

**ARTICLE 5: WAGES AND FRINGES**

Section 5.01 .....11  
Apprentice Rates of Pay-Commercial .....12  
Section 5.02-Pre-Bid Conference .....13  
Section 5.03-Apprenticeship Program .....13  
Section 5.04-IHSTF-International Health/Safety and Training Fund.....14  
Section 5.05-Estamp Plan .....14  
Section 5.06-Vacation and Holiday Fund .....15  
Section 5.07-Welfare .....15  
Section 5.08-Pension Fund.....15  
Section 5.09-Southern Illinois Construction Advancement Program .....16  
Section 5.10-Joint Training Fund .....17  
Section 5.11-Delinquency Penalties.....17  
Section 5.12-Definition of Commercial and Residential Construction.....17  
Section 5.13-Surety Bond and Insurance.....18  
Section 5.14-Smokestacks .....18  
Section 5.15-Creosoted Piling & Lumber .....19  
Section 5.16 .....19  
Section 5.17-Payday.....19  
Section 5.18-Statement of Support for the Guard and Reserve .....19  
Section 5.19-Composite Crew .....20

**ARTICLE 6: FOREMAN AND GENERAL FOREMAN**

Section 6.01 .....20  
Section 6.02 .....20  
Section 6.03 .....20

**ARTICLE 7: WORKING RULES-HOURS OF WORK**

Section 7.01 .....20  
Projects that Cannot be Performed During Regular Workday.....21  
Section 7.02-Lunch Period and Quitting Time.....21  
Section 7.03-Suppertime .....21  
Section 7.04-Holidays and Overtime.....22  
Section 7.05 .....22

Section 7.06 .....	22
Section 7.07-Call In Pay and Reporting for Work.....	22
Section 7.08-Layoff.....	22
Section 7.09-Miscellaneous Working Rules.....	23
Section 7.10-Tool Storage and Loss.....	23
Section 7.11-Transportation and Transferring.....	23
Section 7.12-Shift Work.....	23
Section 7.13-Stewards.....	24
Section 7.14-Vacation.....	25
Section 7.15-Furnishing Supplies, Etc. ....	25
Section 7.16-Maintenance of Concrete Forms.....	25
Section 7.17-Welder and Burner Assistants .....	25
Section 7.18-Table Saw Operator Assistant .....	26
Section 7.19-Pile Driving.....	26
 ARTICLE 8: MILLWRIGHTS	
Section 8.01 .....	26
Section 8.02 .....	26
Section 8.03 .....	26
Section 8.04-Tool Storage and Loss.....	26
Section 8.05-Safety .....	27
Section 8.06-Welder .....	27
Section 8.07-Machinery .....	27
Section 8.08 .....	27
 ARTICLE 9: GRIEVANCE PROCEDURE AND ARBITRATION	
Section 9.01 .....	27
 ARTICLE 10: STRIKES	
Section 10.01 .....	28
Section 10.02 .....	28
 ARTICLE 11: JURISDICTION	
Section 11.01 .....	29
Section 11.02 .....	29
Section 11.03-Conflicting Claims to Work.....	29
 ARTICLE 12: EXONERATION	
Section 12.01 .....	30
 ARTICLE 13: MISCELLANEOUS-LEGAL COMPLIANCE	
Section 13.01 .....	31
Section 13.02 .....	31
Section 13.03 .....	31
 ARTICLE 14: MANAGEMENT	
Section 14.01 .....	31
 ARTICLE 15: TERMINATION	
Section 15.01 .....	31
 DURATION .....	32

**MAY 7, 2003 – MAY 6, 2008**

**COLLECTIVE BARGAINING  
AGREEMENT**

THIS AGREEMENT made and entered into, effective May 7, 2003 by and between the Southern Illinois Builders Association, for and in behalf of their members who sign individual contracts, and for and in behalf of companies who have designated that Association as their collective bargaining agent, hereinafter referred to as the Employer and the CARPENTERS' DISTRICT COUNCIL OF GREATER ST. LOUIS AND VICINITY an affiliate of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, hereinafter referred to as the Union.

For and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and contract as follows:

**ARTICLE 1  
Recognition - Right to Hire**

**Recognition**

Section 1.01 The Employer recognizes the Union as the sole collective bargaining agency with respect to wages, hours, and other conditions of employment in the unit consisting of Carpenters and Joiners (subject, however, to compliance by the Union, if legally required, with the Labor-Management Relations Act of 1947, as amended) who are employed by the Employer on its work located in the counties of: St. Clair, Monroe, Randolph, Madison, Jersey, Bond, Calhoun, Clinton, Washington, Alexander, Franklin, Gallatin, Hardin, Jackson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, Williamson, Fayette, Marion, Clay, Richland, Edwards, Wayne, White, Hamilton, Wabash, Lawrence and Jefferson. For Heavy and Highway construction in the counties of: St. Clair, Monroe, Randolph, Madison, Jersey, Bond, Calhoun, Clinton and Washington. It is understood that work performed within the jurisdiction of the St. Louis District Council of Carpenters and Vicinity in counties other than those listed above will be paid at the applicable package rate for that specific county or the package rate provided in this Agreement, whichever is higher, plus all agreed expenses.

Reference to employees in this Agreement shall mean employees of the unit above described.

**Right to Hire**

Section 1.02 The Employer reserves and shall have the right to accept or reject, to employ or not to employ any employee or to discharge any employee who has been accepted, but who subsequently proves unsatisfactory to the Employer. Neither the Union nor the Employer shall discriminate in the referring or hiring of employees because of age, race, color, religion, sex, or national origin, or status as a Vietnam-era veteran, nor against qualified disabled veterans with handicaps or disabilities.

The Employer shall be the sole judge of and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer. There shall be no limitation as to the amount of work a man shall perform. There shall be no restrictions as to the

use of machinery, tools or appliances provided such machinery, tools and appliances are properly maintained in accordance with nationally recognized safety standards.

Section 1.03 The Employer may require employees to submit to testing for alcohol or controlled substances to the extent and in the manner required by applicable law, or by a project owner.

The Employer shall also have discretion to require its employees covered by the Agreement to submit to testing for alcohol or controlled substances under the rules and procedures of a testing program that is administered by a third party and is acceptable to the Union. The Southwestern Illinois and EBOLT Substance Abuse Consortiums are such programs acceptable to the Union. Employers signatory to this Agreement working in District 9 which consists of the following counties within IDOT District 9: Perry; Franklin; Jackson; Williamson; Saline; Gallatin; Union; Johnson; Pope; Hardin; Alexander; Pulaski; and Massac will contribute twelve cents (.12) per hour to the EBOLT Substance Abuse Consortium. Contribution amount subject to change during the term of this Agreement by mutual agreement of the parties.

### **Out of Town Contractors**

Section 1.04 Employers domiciled out of the territorial jurisdiction of the Carpenters' District Council of Greater St. Louis and Vicinity will, before commencing work covered in this Labor/Management Agreement, discuss with the St. Louis Carpenters' District Council the need and amount of carpenter mechanics, foremen and stewards for the start-up crew and the need and amount of mechanics to complete the job including the winding down crew. The Union, in turn, agrees to furnish such skilled mechanics, foremen and stewards from a referral list maintained by the Carpenters' District Council of Greater St. Louis and Vicinity office on a non-discriminatory basis. If Employers who are not domiciled out of the territorial jurisdiction of the Carpenters' District Council of Greater St. Louis and Vicinity request referral of skilled mechanics, foremen and stewards the Union shall refer such skilled mechanics, foremen and stewards from said referral list on a non-discriminatory basis.

This section of the Agreement does not, however, prevent an out of town employer from selecting his own Project Manager or Superintendent.

### **Job Labor Standards and Job Security**

Section 1.05 Nothing contained in this agreement shall be construed to prevent the right of the Employer to subcontract all or any part of work awarded to it, if however, the Employer elects to subcontract out all or any part of its on-site work covered by this agreement, then in that event, the subcontractor or other person must be or become a party to a Collective Bargaining Agreement with this Union or another Union affiliated with the International Brotherhood of Carpenters and Joiners of America.

No contractor signatory to this Agreement shall loan out general foremen, foremen, journeymen carpenters, or apprentices to an out of town contractor performing work in the jurisdictional area covered by this Agreement, without prior mutual agreement between the District Council and the contractor involved.

The contractor shall make available to the Carpenters' District Council upon written request and at Council cost, plans and specifications.

Nothing in this Article shall be construed to limit or restrict, in any way, the Employer's right to determine which portion of the work, if any, he may perform with his own employees or may subcontract to others.

## **ARTICLE 2** **Scope of Work**

**Section 2.01 Occupational Scope:** This agreement covers all work of all branches of the trade (as set forth in the Constitution) of the United Brotherhood of Carpenters and Joiners of America, as the same has been interpreted from time to time. The trade Autonomy of the United Brotherhood of carpenters and Joiners of America includes, but is not limited to, the milling, fashioning, joining, assembling, erecting, fastening or dismantling to include the unloading and handling of all finished materials and materials of wood, plastic, metal, fiber, cork, and composition, and all other substituting materials. The unloading, handling, erecting, installing and dismantling of machinery and equipment and the manufacturing of all materials where the skill, knowledge and training of the Carpenters or Joiners are required either through the operation of machines or hand tools. The claim of jurisdiction, therefore, extends over the following divisions and sub-divisions of the trade Carpenters and Joiners; millwrights, Pile Drivers, Bridge, Dock and Wharf Carpenters, Underpinners and Timbermen; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Carpenters; Cabinet Hands, Bench Hands, Stair Builders, Millmen; Concrete specialist and Finishers; Shinglers, Shorer and House Movers; Loggers, Lumber and Sawmill Workers; Furniture Workers; Box Makers, Railroad Carpenters and Car Builders; and all those engaged in the operation of Woodworking or other machinery required in the fashioning and milling of products used in the trade or engaged as helpers to any of the above divisions, or sub-divisions; or the handling of materials on any of the above divisions or sub-divisions. When the term "carpenter" is used it shall mean all of the sub-divisions of Millwrights and Pile Drivers. The carpenter, millwright, pile driver, will operate fork truck, boom truck, air and electric hoists, motor driven pallet trucks, tuggers, belt pulling machines and other powered equipment as a tool of the trade.

**General Carpentry:** The work of the Carpenters consists of milling, fashioning, joining, assembling, erecting, fastening, unloading and handling or dismantling of all finished materials to include all ceiling tile components and access flooring systems. The construction of all wood and cold formed metal framing, and the installation of all materials attached to wood or metal framing, is installed by the carpenter. All other substitute material using hand tools or power tools incidental to the trade and to include burning, welding, rigging and the use of any instruments or tools for layout work.

The layout work for all buildings, houses, foundations, etc., to include the erection of all batter boards and to include the use of all tools and instruments in connection thereof, to include driving of all stakes and hubs as required.

The unloading, handling and installation of all piling for building and structures of all types whether of wood, metal or concrete. The installation of all sheet piling and bracing of same. The installation of any shoring, underpinning and lagging to include the unloading and handling. The installation of caissons cut-off of all pile and the removal of all materials pertaining to Pile Drivers' work. Assembly of crane, leads, hammer, and repair and maintenance of this equipment.

**Concrete Forms:** The fabrication, erection, stripping and dismantling of concrete forms to include hardware, braces, stiff backs, walers and other appurtenances whether of wood, metal or composition materials for all concrete form work. This includes, but is not limited to footing forms, wall forms, foundation forms of all descriptions, forms for concrete floors, beams and columns

including shoring, the driving of all stakes as required, and the installation of all braces, screeds, bulkheads, the setting of all anchor bolts and any rigging thereof. The fabrication, erecting and dismantling of falsework to include all shoring and scaffolding.

**Precast:** The unloading, handling, rigging, setting, fastening, welding, alignment, leveling and bracing of precast concrete members, the removing of the picking eyes, installation of expansion joints and fillers of rubber metal Styrofoam, oakum, neoprene rope, caulking or substitute materials used for sealing joints.

The fabrication and erection of all frame work for prefabricated walls and trusses for houses, apartments and similar structures of any and all descriptions. The unloading, handling and erection of prefabricated components for houses or apartments or other buildings to include walls, floors and trusses whether manufactured on the jobsite or in a manufacturing plant. The unloading, handling and installation of all materials for exterior trim on houses or apartments including siding, windows, doors, other exterior trim including fascias, soffits, moldings and roof covering materials. The unloading, handling and installation of all material for interior trim on houses or apartments including but not limited to paneling, drywall, flooring, moldings, doors and frames, cabinets, stairways, all other materials classified as trim and the installation of all hardware of any type or description.

The fabrication, erection of all frame work, blocking and furring whether of wood or cold formed metal on commercial, institutional, or industrial buildings. The unloading, handling and installation of exterior trim materials whether of wood, metal or composition, on commercial, institutional, or industrial buildings, to include, but not limited to, windows, doors, and frames, siding, fascia and soffits, canopies, store fronts, etc., and to include any blocking, furring and framing thereof. The fabrication and erection of all partitions on commercial, institutional and industrial buildings whether of wood, metal or composition materials. The installation of all wall, ceiling and access floor systems materials of wood, metal or composition materials on commercial, institutional and industrial buildings. The installation of all materials of wood, metal or composition materials on commercial, institutional or industrial buildings classified as interior trim such as molding, shelving, trim of all types and descriptions.

**Insulation:** The unloading, stock piling, and installation of all insulating construction materials.

**Fire Stopping:** The carpenter will perform the unloading, handling and installation of all fire stop protection products. This includes the application of all fire stop systems in or on any structure in which fire could threaten life safety, or the soundness of the structure; this includes any head of wall joints, edge of slab joints, expansion joints, pipe and conduit penetrations. This type of installation includes caulking, trowelling, stuffing and spraying.

**Walk-In Coolers:** Unloading, handling and installation of all doors and frames, walk-in coolers, whether of wood, metal or composition materials on commercial, institutional or industrial buildings.

**Shielded Rooms:** The unloading, handling, installation of all materials required for R F shielded and MRI type rooms.

**Standing Seam Roofs:** All aluminum and composition siding, metal standing seam roofs, gutters and downspouts.

**Powered Equipment:** The operation of equipment, trucks, welding machines, air compressors, air chuggers, overhead cranes, winches, air and electric hoists, scissor lifts, snorkel

lifts, manlifts, forklifts and boom trucks shall be considered tools of the trade and will be operated exclusively by carpenters when used in conjunction with work being done by carpenters.

**Interior Systems:** The unloading, handling and application of manufactured acoustical material of all types and descriptions and no matter what the method of installation. The installation of acoustical suspended ceilings in their entirety, including the installation of all hangers, channels, framing and trim whether of wood, metal or other materials; the installation of all insulation whether glued, nailed or blown.

The carpenter will unload and assemble all components of the access flooring system (computer flooring).

The installation on all buildings or materials of all types classified as "Drywall" including the installation of the wallboard by any means and the installation of wood and cold formed metal studs or framing in connection therewith.

The building, erection and dismantling of scaffolding and staging.

The unloading, handling, building and erecting of store, office, bank or other fixtures, racks, shelves, whether of wood, metal or other materials. The installation of all laboratory equipment including cabinets, workbenches, fume hoods, bookcases, cabinets either separately or used in conjunction with heating and/or air-conditioning units, exhaust hoods, blackboards, bulletin boards, and billboards. The assembling and setting of all seats, bleachers, fixed and retractable, in the theatres, halls, churches, school banks, stadiums.

All work in connection with the unloading, installation, handling, erection and or application of all materials and component parts of walls and partitions regardless of their installation, attachment or connection, including but not limited to the following items: all floor and ceiling runners, studs, stiffeners, cross bracings, fireblocking, resilient channels, furring channels, doors and windows including frames, casing moulding, base accessory items, gypsum or drywall materials, laminated gypsum systems, backing board, finish board, fireproofing of chase, manufactured sound and thermal insulation material, fixture attachment including all layout work, preparing of all openings for lights, air vents or other purposes and all necessary related work in connection therewith.

Drapery, shades and venetian blinds including the unloading, handling, fitting, measuring and hardware installation.

**Recreational Equipment:** Playground equipment, sports equipment of all types; swimming pool slides, diving boards, and accessories will be unloaded and installed by carpenters.

**Floor Laying:** The unloading, handling, and stockpiling of all floor covering materials will be by the carpenters, if members of Local 1310 are not on the jobsite.

**Dryvit System:** Mechanically fastened dryvit systems and scaffolding as required will be unloaded, handled and installed by the carpenter.

**Pile Driving:** The work of the pile driver consists of unloading, handling and driving of wood pile and the cutting, heading and pointing of same, including the driving of all steel piling, including pipe sheeting, H-beams, wood or precast wood lagging, I-beams, tie backs, the driving of cofferdams, the installation and removal of all bracing and walers; the erection of all trestles, falsework and docks; the jobsite erecting and dismantling of derricks, A-frames, cranes and gin poles, when used in



connection with pile driving work; the cribbing, shoring and underpinning of buildings when pile driving is involved; the erection, dismantling and jacking of pileload tests; the loading, unloading and distribution of all piling; the maintenance of pile driving equipment, including the operation of controls on Vibrapack hammer, the fueling and maintenance of diesel hammers, handling of all leads, drill rigs, hoses, crane mats, repairs on leads, hammer and all pile driving equipment of any description or manufacture; all burning, welding and splicing of piling, including welding of all end plates and bearing plates prior to driving and after installation of all piling, except for mill fabrication and manufacturing; the job site preparation of all barges, welding of wenchers.

**Millwright:** The work of the Millwright consists of power rigging and installation of engine motors, dynamos, generators, turbines, printing presses, conveyors, dryers, air compressors, fans, blowers, pumps, extruders, papermaking machines, ball mills, roller mills, hammer mills, bucket elevators, manlifts, bottling-canning factory equipment or any other mechanical device and installation of flywheels, sheaves, pulleys, or drivers on same. The rebabbiting of machinery, the cutting, burning and fabricating of all supports connected therewith. The installation of all laundry, kitchen conveyors and power driven conveyors.

All fabrication, installation, dismantling and maintaining of all conveyors, including screw, bolt, bucket, roller and slat spiral chutes and all channel type free trolley I-beams and all types of monorails and machinery rails, including conveyors built of wood, steel, pipe, or fibre, riveted, bolted, welded and all supports and adjuncts connected therewith. All fabrication, installation, dismantling and maintaining of all chain-type, and draglines necessary for their installation. All grain handling devices, all scales, grain mills, crushers, and beaters. Drivers, such as rope, belt, chain, friction gears and rawhide. Driver screens, drive belts and gears, extractors and expellers, agitators, barrel hoping machines, sewing machines and case sealing machines. Setting and maintaining of all portable mixers, the making, setting, drilling and pouring of all bolts for the installation of machinery and equipment. All stamping, printing and reproduction machinery.

Coal handling machinery, drive crushers and conveyors of steel or wood, pile or fibre. Framing and setting of all bridge trestles of wood, all foundations beams or timber used for the reception of machinery. The handling of both hand and power rigging. The erection of all derricks to be used by millwrights, and the installation, dismantling of all machinery and equipment in flour, cereal, cotton, wool, twine, paper, steel saw mill, cement plant, power houses, sugar refineries, fertilizing plants, ice plants, breweries distilleries, grain elevators, feed mills and other factories where shafting and machinery is used and any other work where millwright tools are used. The installation of recreational equipment in connection with bowling alleys, such as pin-setters and related equipment in its entirety. The handling of hand-power rigging and cribbing required to unload, transfer, assemble, disassemble and set machinery, equipment and its adjuncts. The installation of rigging beams whether they be temporary or permanent. The installation of cable draglines and its guides, all hydraulic cylinders and linkage whether they be operated by air, oil or electricity; transfer cars and its rails for heat treat or similar furnaces. The installation of x-ray equipment including hollow metal doors and jambs. The fabrication and erection of all scaffolding required for the installation of machinery and equipment. The fabrication, setting and dry packing of shims, sole plates, and machine bases, whether they are steel, wood or fibre for the installation of machinery equipment and its adjuncts. The installation of dam rollers in its entirety and its adjuncts. The power rigging and installation of all machinery and equipment and the installation of live bin bottoms, and rotary feeders. The rigging and installation of paper, steel, plastic, aluminum rolling mills and related equipment. The installation and fabrication of machinery and conveyor bases, headers, and hangers. The installation of cooling towers regardless of type of material, installation, fabrication and welding of plastic materials. The power rigging and installation of sewage disposal systems, pollution equipment, bakery equipment, meat processing equipment, rendering equipment; supermarket

warehouse equipment and the removal and disassembly of machinery and equipment to be salvaged for reuse. The running in of all machinery; the covering, making and installation of all skids for machinery regardless if they are wood steel, or fibre and removing the same; the erection and fabrication of all pallet racks, the installation of gym equipment such as basketball back stops; the installation of all load cells, bindicators and magnetic separators regardless of type, installation of floor rails regardless of type; and the installation of rails for transfer cars, gantry and overhead cranes regardless of size or type; and installation of all materials handling conveyor whether they are temporary or permanent; the handling of all optical tooling equipment, transits and precision instruments for the setting of machinery; and installing of anchor bolts, cinch anchor and any device for the securing of machinery and its adjuncts; the forming, mixing of grout, grouting and dripacking of machinery' the installation of rotary valves, slide valves (mechanical and hand operated), chutes and spouts regardless of gauge; and the steam cleaning of all machinery; the handling, cleaning, erecting, installing and dismantling of all machinery and equipment; the installation of shoe cleaning machines and traveling walkways, the drilling, tapping, honing, broaching, lapping; the handling, setting and machining of all sole plates regardless of what they support; all drilling, tapping and welding that may be required; lubrication of all equipment and machinery is the work of the Millwrights; any exterior forms of the containment vessel; the complete setting and leveling by any means of the ring girder or bases plus any necessary cleaning, scraping or machining; all apertures, openings, including access door frames, etc., in the containment vessel will be rigged, placed, aligned, and secured by Millwrights; the placing, leveling and aligning of the reactor vessel, including the use of optical instruments, laser or laser beams; the installation and securing of biological shield interior plates; exterior plates and/or forms for biological shields where void is poured with concrete shall be considered a form and shall be placed and secured in its entirety by Millwrights; the precision alignment and leveling, including bolting and cleaning, scraping and the measuring and torqueing of bolts; installation of the rod pressure housing; push rods ad mechanical equipment in connection with same; installation of control rods and drives, shutdown rods and drives and guide sleeves, the field welding in conjunction with the control rod drive housing will be performed by Millwrights. The wiring or core starters, core winders or any similar work on machinery. The handling and installation of vibratory conveyors, extruders, testing equipment, laboratory equipment, and dynamometers will be performed by Millwrights. The set-up and operation of all machine tools on the jobsite whether they be portable or stationary, such as lather, milling machines, shapers, saw grinders, etc., used for the setting and fitting of any equipment. The setting, welding and installation of all cribbing. The assembling of ladle cars. The installation of lubricators and the lubrication of all machinery and equipment, the installation and handling of all garage equipment including hoists, wash racks and aligning equipment. The rigging and setting, the installation of all stage equipment, stage lifts, background equipment, curtains, cables, shives, hydraulic devices, theatre screens and all other related stage equipment installed in art buildings, theatrical buildings and music buildings. The rigging, setting, fabrication, re-fabrication, welding, bolting and installation of bin activators. The mixing, rodding and placing of all cement base materials, grout, porrok or any other material or substance used for pumps, compressors, machinery, conveyors or any other equipment and related equipment that is installed by Millwrights. The installation, rigging and setting of all dental chairs and related dental equipment. The installation of all conveyor systems in banks or savings and loan associations regardless of their function; all dock levelers. All start up and run in for flushing of lubricating systems, filters and reservoirs. Lubricating systems and filters, after initial starting of pumps, compressors, machinery and equipment to be served shall be cleaned by Millwrights. All cleaning of reservoirs and filling by any means of reservoirs. Control of all equipment used for purpose of heating and/or cooling the oil flowing through lubricating systems. All rails regardless whether carrying mechanical activated equipment or not and the installation of all standard track. The installation of all mail handling and postal equipment, chutes, spouts, conveyors and rigging, fabrication welding and re-fabrication of same. The unloading, installation of fillers, capers, crowners, labelers, pasteurizers; washers, sealers, glue machines, loaders, palletizers and conveying

equipment. Operation of fork trucks, boom trucks, and vehicles to transport tools and equipment used by employees in the Bargaining unit or to transport personnel.

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

The unloading, handling and erection of all metal plastering accessories such as meal corner beads, door and window chasing 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, guard or screed for plaster material.

The handling on the jobsite of all material or materials falling within the trade jurisdiction of the Lathers from the site of delivery on the job to the point of the job where work is to be performed with said materials.

The work of the fabrication of all materials on a job shall be assigned to journeyman lathers and apprentice.

In the event another craft employed by the Contractor claims work listed above, the Contractor should assign such work so that it is performed in the most efficient manner and/or consistent with similar assignments made in the past by the Contractor.

See Section 11.03-Conflicting Claims to Work

### **ARTICLE 3**

#### **Intent and Purpose**

Section 3.01 It is the desire, intent and purpose of the parties hereto that this Agreement shall promote and improve their industrial and economic relationship and make it one that is harmonious and profitable.

Section 3.02 It is the intent of the parties hereto that this Agreement shall make provision for the orderly and expeditious consideration and settlement of rates of pay, wages, hours, working conditions and adjustments of grievances.

### **ARTICLE 4**

#### **Union Security**

Section 4.01 All Employees covered by the Agreements shall, as a condition of employment, obtain and maintain membership in the Union on or after the eighth day following the beginning of their employment or the execution date of this Agreement, whichever is later. Membership means that an employee is obligated and required to tender dues and initiation fees uniformly required, or in the event the employee objects then membership shall mean the obligation to pay periodic dues and initiation fees related to representational costs.

Section 4.02 The Employer shall not be required to discharge any employee for non-compliance with this Article until such time as such employee is replaced by a qualified employee, and if the Union requests the discharge of any employee for non-compliance of the foregoing, the Union agrees to indemnify the Employer and hold the Employer harmless of any

liability or claims therewith in connection with the termination of the employment of such employee in compliance with the request of the Union.

Should the Labor-Management Relations Act of 1947 be amended at any time during the term of this Agreement in such manner that either the Employer or the Union would be privileged to seek different provisions relating to Union security, then in such event this Agreement may be reopened at the option of either the Employer or the Union for renegotiation of the question of Union security, but shall not be reopened on any other question except as hereinafter provided. If either the Employer or the Union desires to exercise such option under such circumstances, they shall give the other party fifteen (15) days prior notice of their intention to do so, and should the Union exercise said option it shall be free to strike in support of the same, and anything to the contrary in this Agreement notwithstanding.

**ARTICLE 5**  
**Wages and Fringes**

**Section 5.01** The straight time hourly rate of pay or wage scale for Journeyman Carpenters employed by the Employer covered hereunder on jobs in the areas, as indicated, shall be as follows:

**Commercial Rates - Zones 1 & 2** - For the counties of Madison, Jersey, Calhoun, Bond, St. Clair, Monroe, Randolph, Clinton and Washington.

Effective May 7, 2003:

<u>Wage</u>	<u>Health &amp; Welfare</u>	<u>Pension</u>	<u>JTF</u>	<u>SICAP</u>	<u>UBC Health &amp; Safety</u>	<u>Total Pkg.</u>
\$26.88*	\$4.20	\$3.00	.35	.15	.06	\$34.64

\*Wage includes one dollar (\$1.00) per hour vacation estamp and eighty-five cents (.85) per hour supplemental dues

**Commercial Rates - Zone 3** - For the counties of Fayette, Marion, Clay, Richland, Edwards, Wayne, White, Hamilton, Wabash, Lawrence, Jefferson, Perry, Franklin, Gallatin, Williamson, Jackson, Saline, Union, Johnson, Alexander, Hardin, Massac, Pope and Pulaski Counties in Illinois

<u>Wage</u>	<u>Health &amp; Welfare</u>	<u>Pension</u>	<u>JTF</u>	<u>SICAP</u>	<u>UBC Health &amp; Safety</u>	<u>Total Pkg.</u>
\$24.18*	\$4.20	\$3.00	.35	.15	.06	\$31.94

\*Wage includes one dollar (\$1.00) per hour vacation estamp and eighty-five cents (.85) per hour supplemental dues

- Foremen Rate: One dollar and fifty cents (\$1.50) per hour above journeyman rate
- General Foreman: Two dollars (\$2.00) per hour above journeyman rate
- Effective August 6<sup>th</sup>, 2003: One dollar and forty cents (\$1.40) per hour increase in wages
- Effective May 5<sup>th</sup>, 2004: One dollar and twenty-five cents (\$1.25) per hour increase in wages/fringe benefits at Union's option
- Effective May 4<sup>th</sup>, 2005: One dollar and twenty-five cents (\$1.25) per hour increase in wages/fringe benefits at Union's option

Effective May 3<sup>rd</sup>, 2006: One dollar and twenty-five cents (\$1.25) per hour increase in wages/fringe benefits at Union's option

Effective May 2<sup>nd</sup>, 2007: One dollar and twenty-five cents (\$1.25) per hour increase in wages/fringe benefits at Union's option

### Apprentice Rates of Pay - Commercial

#### ZONES 1 & 2

For the counties of Madison, Jersey, Calhoun, Bond, St. Clair, Monroe, Randolph, Clinton and Washington

#### ZONE 3

For the counties of Fayette, Marion, Clay, Richland, Edwards, Wayne, Hamilton, Wabash, Lawrence, Jefferson, Perry, Franklin, Gallatin, Williamson, Jackson, Saline, Union, Johnson, Alexander, Hardin, Massac, Pope and Pulaski counties in Illinois

Effective May 7<sup>th</sup>, 2003:

1 <sup>st</sup> TERM	\$13.28* PER HOUR
2 <sup>ND</sup> TERM	\$14.51* PER HOUR

\*Plus one dollar (\$1.00) per hour contribution to Carpenters' Health & Welfare; fifteen cents (.15) per hour contribution to the SICAP Fund; thirty-five cents (.35) per hour to the JTF Fund; and two cents (.06) per hour to the IHSTF Fund. These contributions are made by the Employer and not deducted from the apprentice net pay

3 <sup>rd</sup> TERM	\$15.82** PER HOUR
4 <sup>TH</sup> TERM	\$17.05** PER HOUR

\*\*Plus one dollar and fifty cents(\$1.50) per hour contribution to Carpenters' Health & Welfare; fifteen cents (.15) per hour contribution to the SICAP Fund; thirty-five cents (.35) per hour to the JTF Fund; and two cents (.06) per hour to the IHSTF Fund. These contributions are made by the Employer and not deducted from the apprentice net pay

5 <sup>th</sup> TERM	\$18.76*** PER HOUR
6 <sup>TH</sup> TERM	\$20.01*** PER HOUR
7 <sup>TH</sup> TERM	\$21.26*** PER HOUR
8 <sup>TH</sup> TERM	\$22.51*** PER HOUR

\*\*\*Wage includes one dollar (\$1.00) per hour vacation estamp; and fifty cents (.50) per hour supplemental dues and twenty cents (.20) per hour Market Recovery Fund.

The Carpenters' District Council of Greater St. Louis and Vicinity may distribute any part of the negotiated wage increase into the existing negotiated funds, provided such increase is requested and Southern Illinois Builders Association is notified at least fifteen (15) days prior to its effective date on each anniversary of this Agreement. Changes in contribution amounts to any of the funds named in this Collective Bargaining Agreement shall only be made annually on the Agreement's anniversary dates and under no circumstances can monies be deducted from the basic labor rate, as such is prohibited by the Illinois Department of Labor. When the Union notifies the SIBA of its request,

whereupon an addendum in writing describing such change(s) shall be incorporated into this Agreement. It is further agreed that the Carpenters' District Council of Greater St. Louis and Vicinity Shall send Illinois Department of Labor Prevailing Wage Certification forms to the SIBA for review prior to submission to the Illinois Department of Labor.

### Pre-Bid Conference

Section 5.02 In the Illinois counties determined to be at a disadvantaged and competitive bidding where signatory contractors are at a disadvantage in competitive bidding due to the terms and conditions of this Agreement, at the request of either the Union or the Association the parties agree to hold a pre-bid conference prior to bidding. Contractors signatory to this Agreement shall notify the Association of their desire for a pre-bid conference. Such request for pre-bid conference shall be made through the Association. The Association shall present its proposals for relief to the Union which will consider these proposals and may agree or disagree to such relief as it deems will be in the best interest of both parties. This issue shall not be subject to the grievance or arbitration provisions of the Agreement. All signatory contractors bidding on that same job shall be given the same relief.

### Apprenticeship Program

Section 5.03 The Carpenters Apprenticeship Training Standards Agreement as jointly developed by the Associated General Contractors of Southern Illinois Builders Association, the Home Builders Association of Southwestern Illinois and the St. Louis District Council of the United Brotherhood of Carpenters and Joiners of America, A.F.L. - C.I.O., and registered and approved by the Bureau of Apprenticeship and Training of the U. S. Department of Labor under Registration No. IL 011-0009 and all subsequent Amendments thereto, shall be deemed, and is made, a part of this Agreement and the Employer and the Union agree to be bound by the terms and provisions thereof. The Joint Apprenticeship Committee referred to herein, shall mean the Joint Apprenticeship Committee established under said Carpenters Apprenticeship Training Standards Agreement.

Apprentices enrolled pursuant to such Training Standards and Agreement shall be indentured to Joint Apprenticeship Committee.

Satisfactory progress as determined solely by the Joint Apprenticeship Committee shall be required for apprentices to be advanced or promoted in the program thereunder and to the wage schedule set forth herein. Apprentices who, in the Joint Apprenticeship Committee's judgment, meet such requirement shall be eligible for and paid the rate provided in the apprentice wage schedule for the respective progression period.

In consideration of the Employer funding the apprenticeship program as hereinafter provided in Section 5.09 hereof, apprentices shall not be paid wages by the Employer, nor shall the Employer be required to make contributions for them for pensions, welfare or vacation and holiday benefits for time spent in attending school when assigned to full-time classes at the apprenticeship school. No time spent in such school shall be considered as time worked by the apprentice for an Employer.

Apprentices attending school, however, shall receive such educational assistance grant or stipend from the Southern Illinois Carpenters' Apprenticeship Fund, including provision for maintenance of such apprentice's eligibility for welfare benefits during school attendance, as shall be agreed upon by the Joint Apprenticeship Committee.

An Employer shall be authorized to employ such number of apprentices on each of said Employer's jobs or projects or portions thereof at any given time during the course of such job or project and from time to time as shall be determined by the Joint Apprenticeship Committee within its sole and absolute discretion provided that, in the judgment of the Committee, the (Employer has the capacity to train apprentices. In so determining the number of apprentices that an Employer may hire, the Committee shall not consider or employ a ratio predicated upon the relative numbers of apprentices and journeymen employed either by the individual Employer throughout its entire operations or by the construction industry or any segment thereof, whether coextensive with, less than, or greater than the local labor market.

### **IHSTF – International Health/Safety and Training Fund**

**Section 5.04** In addition to the per hour wage rate, the Employer shall contribute six cents (.06¢) per hour for each actual hour worked to the International Health/Safety and Training Fund (IHSTF). This six cents (.06) contribution will be divided as follows: Two cents (.02¢) to the National Health and Safety Fund and two cents (.02¢) to the National Apprenticeship and Training Fund and two cents (.02) to the National Partnership Marketing Fund.

The Employer shall pay the IHSTF contribution when fringe benefit stamps are purchased.

The Employer hereby also agrees to be bound by the trust indenture agreement as now stated or as later restated or amended applicable to each of the two respective UBC trust funds described above.

On request, each Employer and/or Union shall receive a copy of the funds' annual reports.

**Section 5.05 EStamp Plan:** On and after May 7, 2003, Employers shall participate in the Estamp Program as outlined herein. In lieu of remitting monthly hours reports on paper forms with corresponding payment by check, and in lieu of purchase and issuance of physical stamps, Employers obligated for fringe benefit contributions and association fees required by this Agreement shall purchase Estamps pursuant to the Estamp Program established and administered by the Carpenters' Vacation Trust Fund of St. Louis. Employers shall submit, at the time of purchase, such employees' hours and other information on all employees as required by the Estamp Program to enable Estamps to be credited electronically to employees' accounts, and shall abide by such rules and regulations as may now or hereafter be established for operation of the Estamp Program.

Payment of Vacation and Holiday, Welfare and Pension contributions, plus any related association fees, will be made by electronic purchase of fringe benefit Estamp hours through the Estamp Program. One (1) Estamp hour, also referred to as an Estamp, shall be equivalent to one (1) regular hour worked or one (1) overtime hour worked by the employee. The price of each Estamp hour shall be equal to the sum of the hourly contribution rates established in this Agreement for Vacation and Holiday, Welfare and Pension contributions due on behalf of a covered employee, plus any association fees collected in accordance with this Agreement. The employee shall be entitled to one (1) Estamp hour for each full regular hour worked and two (2) Estamp hours for each full overtime hour worked during the pay period. Should the total number of Estamp hours worked by the employee during a pay week include a fractional amount and the fraction is more than one-half (1/2) hour, then the employee shall be entitled to one (1) Estamp hour for the fraction. If the fraction is one-half (1/2) hour or less, no Estamp hour shall be paid for the fraction. One (1) Estamp Receipt shall represent the total number of Estamp hours earned by the Employee and paid for by the Employer during a pay week. Upon completion of Estamp purchases, a record of the Estamp Receipt will be posted both on the Employer's Internet Estamp Account and the Employee's Internet Estamp Account for verification and tracking. Estamp Hours will be downloaded by the Carpenters' Benefit

Fund office electronically and posted to the appropriate fringe benefit fund. Contributions and association fees will be processed electronically by Commerce Bank and distributed to the appropriate fringe benefit fund or association at the direction of the Carpenters' Benefit Fund Office.

See Section 5.07 Welfare for different procedures for 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> term apprentices.

All Estamps due on account of hours worked during each pay week shall be purchased in the Estamp Program, with accompanying reports, not later than the Employer's payday for the pay week.

Employer may elect to purchase and report fringe benefits on a weekly or monthly basis at the commencement of participation in the Estamp Plan

Section 5.06 Vacation and Holiday Fund: The per hour wage rate for Carpenters will include one dollar (\$1.00) vacation and holiday payment; and eighty-five cents (.85) per hour to be paid under the EStamp Plan as outlined in Section 5.05 (This does not apply to 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> term apprentices.)

When an employee works overtime, he/she shall receive an additional estamp equal to the vacation and holiday part of his wages for each overtime hour worked or majority fraction thereof as explained in Section 5.05 Employee receives double fringes on all time and one-half and double time hours worked.

This contribution amount does not apply to 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> term apprentices.

The reporting, payment and administration of such vacation and holiday payment shall be governed by the terms of the trust agreement creating the CARPENTERS' VACATION AND HOLIDAY FUND OF ST. LOUIS.

Upon thirty (30) days prior written notice by the Union to the Employer, the Union may increase the amount of the hourly Vacation and Holiday pay not more than once in each calendar year.

Section 5.07 Welfare: Effective May 7, 2003, in addition to the per hour wage rate the Employer will contribute four dollars and twenty cents (\$4.20) per hour for each actual hour worked by each employee covered by this Agreement to the Carpenters' Health and Welfare Trust Fund of St. Louis. When an employee works overtime, he/she shall receive an additional estamp equivalent to the Health and Welfare portion of the fringe benefit stamp for each overtime hour worked or major fraction thereof. Employee receives double fringes on all time and one-half and double time hours worked.

This contribution amount does not apply to 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> term apprentices. For 1<sup>st</sup> and 2<sup>nd</sup> term apprentices, the Employer shall make a one dollar (\$1.00) per hour contribution to the Carpenters' Health and Welfare Trust Fund of St. Louis; for 3<sup>rd</sup> and 4<sup>th</sup> term apprentices, the Employer shall make a one dollar and fifty cent (\$1.50) per hour contribution to the Carpenters' Health and Welfare Trust Fund of St. Louis.

The reporting, payment and administration of such contributions shall be governed by the trust agreement creating the CARPENTERS' HEALTH AND WELFARE TRUST FUND OF ST. LOUIS.

Section 5.08 Pension Fund: Effective May 7, 2003, in addition to the per hour wage rate and contribution to the Welfare Fund, the Employer shall contribute three dollars (\$3.00) per hour for each actual hour worked to the PENSION PLAN OF THE CARPENTERS' PENSION TRUST FUND



OF ST. LOUIS. When an employee works overtime, he/she shall receive an additional stamp equivalent to the Pension portion of the fringe benefit stamp for each overtime hour worked or major fraction thereof. Employee receives double fringes on all time and one-half and double time hours worked.

The reporting, payment and administration of such contributions shall be governed by the applicable trust agreement creating the PENSION PLAN OF THE CARPENTERS' PENSION TRUST FUND OF ST. LOUIS, CARPENTERS' PENSION FUND OF ILLINOIS, or the SOUTHERN ILLINOIS CARPENTERS' PENSION TRUST FUND.

In the event that during the term of this Agreement any of the three Trusts, the PENSION PLAN OF THE CARPENTERS' PENSION TRUST FUND OF ST. LOUIS, the CARPENTERS' PENSION FUND OF ILLINOIS, or the SOUTHERN ILLINOIS CARPENTERS' PENSION TRUST FUND shall lose its respective status as a qualified Pension Plan under the Internal Revenue Code, or in the event the contributions hereby required thereto otherwise become nondeductible by the Employer for its income tax determination, then Employer's obligation for further contributions to said Trust and Plan shall cease and Employer in lieu thereof shall pay the equivalent of such contributions directly to the employee as wages during the remaining term of this contract, unless, and until, said Trust and Plan again become a qualified Plan under the Internal Revenue Code, or another qualified Pension Plan under the Internal Revenue Code contributions to which are income tax deductible has been negotiated and made operative between the parties to this contract, in either which event the Employer's obligation to pay said contribution equivalent in wages shall cease, and in lieu thereof the required contributions for pensions as provided herein shall again become effective; provided, however, that a preliminary notice of disqualification of the Trust and Plan for tax purposes shall not terminate Employer's obligation to make contributions to said Trust until after the Trustees shall have had an opportunity and a reasonable time, not to exceed one hundred twenty (120) days, in which to remove the disqualification and obtain either a temporary or a permanent reinstatement of the Trust's qualified status. The parties hereto agree that during the interim period between notice of disqualification and reinstatement of the qualified status or the failure of the Trustees within said one hundred twenty (120) days to obtain such reinstatement, the Employer shall continue making its contributions required hereunder into an escrow account, said escrowed funds, less any escrowee costs of administering the escrow account, to be released and paid over to the Trust upon removal of the disqualification; or if not removed within said one hundred twenty (120) day period then to the employees for whose account contributed as wages.

Section 5.09 Southern Illinois Construction Advancement Program: In addition to the per hour wage rate, the Employer shall contribute fifteen cents (.15) per hour worked by each employee covered by this Agreement to the Southern Illinois Construction Advancement Program. The Employers signatory hereto agree to accept the terms of the Trust Agreement establishing the Southern Illinois Construction Advancement Program, its Rules and Regulations and the Trustees now serving. Primary purposes of the Fund, as set forth in the Trust Agreement, shall include the promotion of safety and accident prevention in the industry, public relationships and market development and other educational and informational betterment of such employees and the common good of the construction industry.

Upon sixty (60) days written notification by the Employer Associations to the Union, monetary increases can be made to Employer contributions to the Southern Illinois Construction Advancement Program. It is agreed that such increase shall have no effect on the current wage rate. The Employer Associations shall be limited to one (1) such request per contract year other than the anniversary date.

Section 5.10 Joint Training Fund: In addition to the per hour wage rate, the Employer shall contribute thirty-five cents (.35) per hour for each actual hour worked by each employee covered by this Agreement to the CARPENTERS' JOINT TRAINING FUND OF ST. LOUIS (JTF). The Employer shall pay the JTF contribution when fringe benefit estamps are purchased. The reporting, payment and administration of such contributions shall be governed by the terms of the Trust Agreement under which the JTF is established and administered.

### Delinquency Penalties

Section 5.11 In the event the Employer fails to make prompt and timely reports or payment of contributions due for all hours worked to Carpenters' Pension, and Health and Welfare Funds of Southern Illinois and to the Southern Illinois Construction Advancement Program, the Union, following seventy-two (72) hours' written notice to such delinquent Employer and to the Association, may order cessation of all covered work of Employer on all jobs of Employer until such reports are made and all contributions, costs, fees, interest and liquidated damages due, as hereafter provided, are paid in full. In addition thereto, it is agreed that said contributions due constitute a debt owed by the Employer to the Trustees of the respective Funds, and that in addition to all other remedies on account thereof, the Union or the Trustees may refer collection to an attorney and may file suit to collect such delinquent payments. In the event of such referral and/or suit, the Employer agrees to pay, in addition to the amount of such debt due, all the costs of such collection action including, but not limited to, attorney's fees incurred whether or not suit is filed and all court costs incurred if suit is filed. In addition to these administrative expenses incurred in the handling of delinquent contributions, each Employer shall pay, as liquidated damages, an additional sum of twenty percent (20%) of the amount of delinquent payments due. The principal amount due together with liquidated damages shall bear interest at the rate of 10% per annum from the time that they were due and payable. The parties agree to this determination of the liquidated damage amount as a fair and accurate estimate of additional administrative expenses, separate and apart from, and in addition to, the attorneys' fees and court costs above described, the actual amount of said additional administrative expenses being difficult if not impossible to ascertain.

If the Trustees of any of said Funds have evidence that an Employer has not made proper and timely reports or contributions to said Funds as required herein, the Trustees may direct an audit of all relevant Employer records by a Certified Public Accountant selected by the Trustees in order to determine the accuracy of such Employer payments. If, upon the completion of this examination, such accountant finds the Employer has underpaid by as much as ten percent (10%) of the amounts due, then the charges of the accountant for his service, as well as the shortages, shall be paid by the Employer. If the Employer refuses to pay the amount determined to be due and owing by the Trustees' appointed accountant, or refuses to permit examination of his records by this accountant, then the Employer, if found delinquent, shall be liable also for attorney's fees, court costs, and liquidated damages as described in the preceding paragraph. If the examination by the accountant reveals that the Employer has underpaid by less than 10% of the amounts due, then the charges of the accountant for his services shall be paid by the Funds, but the Employer shall nevertheless be liable for the delinquency.

Section 5.12 Definition of Commercial and Residential Construction: (Defines when commercial wage rates included in the Collective Bargaining Agreement between the Carpenters' District Council of Greater St. Louis and Vicinity and the Southern Illinois Builders Association apply and when residential wage rates in the Regional Residential Collective Bargaining Agreement apply)

Residential projects shall be defined as all carpenter construction work, repair and alterations of single-family dwellings (i.e. a unit of family living quarters) of no more than four (4) stories on

apartments and condominiums. All living quarters located in basements or attics shall not be construed as a story.

Conversely, on any commercial buildings or family dwellings over four (4) stories, carpenters shall receive the current applicable commercial negotiated wage rate. On dwellings of four (4) stories or under, in cases of mixed occupancy, (i.e. retail stores, restaurants, barber or beauty shops, etc. the tenant or interior finish work shall be paid at the applicable commercial negotiated wage rate.

Nursing Homes It has been determined that living quarters/units in both Apartments for the elderly and Independent Living facilities that have kitchens, in an apartment style, are compensated at the residential rate; providing they are four (4) stories and under. Living units without kitchens are compensated at the commercial rate. Assisted Living & Skilled nursing facilities where medication and professional care is required are compensated at the commercial rate. In cases of mixed occupancy refer to the third paragraph of this section.

Club Houses It has been determined that Apartment and Condominium complexes that have Club Houses on their premises that are available for use to tenants only, are compensated at the residential rate, provided that the facility is not being used a retail space. Club houses that provide retail space are to be compensated at the commercial rate of pay.

### Surety Bond and Insurance

Section 5.13 The Employer shall secure and maintain surety bond in the minimum amount of \$25,000.00 to guarantee payment of all wages, fringes and contributions provided for herein and shall furnish to the Union evidence of the procurement and maintenance of bond in such amount.

The Employer shall provide Workmen's Compensation Insurance against injury and Unemployment Compensation protection for all employees.

The Employer shall furnish to the Union satisfactory evidence of his compliance with such provisions of this Section and the party in error shall pay for any expenses incurred.

Section 5.14 Smokestacks: When working on a smokestack only, and one which is constructed on its own foundation, the rate for employees shall be as follows:

Base of chimney column to 25 feet	- 25¢ per hour over the base rate of pay
From 25 feet to 50 feet	- 50¢ per hour over the base rate of pay
From 50 feet to 75 feet	- 75¢ per hour over the base rate of pay
From 75 feet to 100 feet	- \$1.00 per hour over the base rate of pay
From 100 feet to 150 feet	- \$1.25 per hour over the base rate of pay
From 150 feet to 200 feet	- \$1.50 per hour over the base rate of pay
From 200 feet to 250 feet	- \$1.75 per hour over the base rate of pay
250 feet or higher	- \$2.00 per hour over the base rate of pay

Section 5.15 Creosoted Piling & Lumber: Employees working with or handling of all creosoted, or otherwise chemically treated material that is an irritant to the skin or causes harm to your body, shall be paid fifty cents (.50) per hour above his/her regular scale.

Section 5.16 When a Carpenter or Millwright works in a composite crew with any of the five other basic trades which has a collective bargaining agreement with Southern Illinois Builders Association, his rate of pay including fringes for work in the composite crew shall not be less than any of the other basic trades in the composite crew doing similar work.

When requested by the Employer, the Union shall meet and confer with the Carpenters, Cement Masons, Iron Workers, Laborers and Operating Engineers on composite crew work.

Section 5.17 Payday: Employer shall pay wages and fringe benefit stamps due on the job every Friday at or before one (1) hour prior to quitting time unless unavoidable circumstances exist, in currency or by payroll check for the workweek ending at quitting time Tuesday night prior to payday, and if the men are not paid as herein specified, the Employer shall be charged waiting time at straight time, beginning at quitting time Friday, and no work shall be done for said Employer until the payment is made.

In the event of inclement weather on payday and there will be no work for the day, Employer shall pay on the job no later than 10:00 a.m.

If a holiday falls on Friday, the Employer shall pay wages and fringe benefits on the preceding Thursday at least one hour before quitting time.

When an employee is laid off on a day prior to payday, check may be mailed to him/her within 24 hours. If check is not postmarked within 24 hours, the Employer shall pay the employee two additional hours at straight time for each 24 hour delay.

Payment of any rate over and above the scale of wages shown herein shall not be construed to establish a precedent or be used to increase the rates herein specified.

The Employer shall comply with the Federal laws by furnishing check stub or receipt showing gross amount of check, itemized deductions, and hours worked (or amounts for) both regular and overtime.

Section 5.18 Statement of Support For the Guard and Reserve: We recognize the National Guard and Reserve as essential to the strength of our nation and the maintenance of world peace. They require and deserve the interest and support of the American business community, as well as every segment of our society.

In the highest American tradition, these Guard and Reserve forces are manned by civilians. Their voluntary service takes them from their homes, their families and their occupations. On weekends, and at other times, they train to prepare themselves to answer their country's call to active service in the United States armed forces.

If these volunteer forces are to continue to serve our nation, a broader public understanding is required of the total force policy of national security - - and the essential role of the Guard and Reserve within it.

The Guard and Reserve need the patriotic cooperation of American employers in facilitating the participation of their eligible employees in Guard and Reserve programs, without impediment of penalty.

We therefore join other members of the American business community in agreement that:

1. Our employees' job and career opportunities will not be limited or reduced because of their service in the Guard or Reserve;
2. Our employees will be granted leaves of absence for military training in the Guard or Reserve;
3. This agreement and the resultant company policies will be made known throughout the organization and announced in company publications and through other existing means of communication.

Section 5.19 Composite Crew: When requested by the Employer, the Union shall meet and confer with other trades on composite crew work.

## **ARTICLE 6**

### **Foreman. and General Foreman**

Section 6.01 Where two (2) or more men are employed on a job, one (1) shall be a foreman and receive a foreman's pay.

The Employer and the Representative of the Union shall mutually determine the number of employees who can adequately be supervised by one foreman on a job.

A foreman cannot supervise millwright and/or carpenters and/or pile drivers on the same or different jobs at the same time.

Section 6.02 Where two (2) or more carpenter foremen are employed on a job by one employer, one (1) shall be classed as a General Foreman. All other Carpenter Foremen on the job shall be subordinate to this General Foreman.

Appointment as General Foreman shall not relieve employee of his duties as a foreman.

Section 6.03 When not more than two (2) foremen are on a job and the Superintendent is a Carpenter, a General Foreman will not be needed.

## **ARTICLE 7**

### **Working Rules - Hours of Work**

Section 7.01 The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin between the hours of 7:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer. This adjustable starting time can, at the Employer's option be staggered to permit starting portions of the work force at various times within the prescribed hours.

## Projects That Cannot Be Performed During Regular Workday

Notification prior to starting date must be made to Carpenters' District Council. On heavy highway work or if required by owner the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) for the first eight hours worked. Any hours worked in excess of eight hours shall be paid at the applicable overtime rate plus the two dollars and fifty cents (\$2.50) per hour premium.

Emergency Call-In: When employees are called to work outside their regular workday for emergency work, they shall be paid a minimum of four (4) hours pay at the applicable overtime rate.

Emergency work is defined as non-scheduled work requiring urgent response.

Work started on Saturday overtime stays at that rate until complete (or crew change).

Work started on Sunday overtime stays at that rate until complete (or crew change).

Four 10-Hour Days: The Employer with the approval of the Carpenters District Council may schedule his work week from Monday through Thursday at 10 hours per day at the straight time rate of pay with all hours in excess of 10 hours in any one day to be at the applicable overtime rate.

If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his 40 hours.

However, if Friday or any portion of the day is used to complete the work week, each employee will be guaranteed at least eight hours work and not over 10 hours at the straight time rate of pay, unless work is halted due to inclement weather, (rain, snow, sleet falling).

When an Employer works a project on a four 10-hour work schedule, the Employer will not bring in any other crew for a fifth work day on the project while not calling in the normal crew that had been scheduled for that project.

Section 7.02 Lunch Period and Quitting Time: If start of lunch period is delayed beyond 12:30 p.m., employees whose lunch period is so postponed shall be paid the straight time rate for such lunch period.

Sufficient time, but no more than such time as necessary, shall be allowed for employees on jobs to gather tools and reach tool shed by quitting time.

The time allowed for gathering tools and reaching tool shed by quitting time at Noon and at 4:30 p.m. is to be agreed upon by the Employer and the Steward or Business Representative.

Section 7.03 Supper time: Employees are to be allowed one-half (1/2) hour for supper with pay at the overtime rate if they work two (2) hours overtime after the end of their regular workday and if they are to continue to work after this supper period. In the event of additional overtime, employees will be allowed one-half (1/2) hour mealtime with pay as provided above after each additional four (4) hours overtime beyond the previous overtime plus mealtime provided they are to continue working after such additional mealtime.

Where possible employees shall arrange to eat alternately to permit work to proceed continuously, but this shall not be construed to deprive an employee of mealtime privilege and payment.

Section 7.04 Holidays and Overtime: Time and one-half shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday.

Double time shall be paid for all time worked on Sunday, New Year's Day, Memorial Day, Thanksgiving Day, and Veterans Day.

No work shall be done on Christmas Day, Fourth of July or Labor Day.

When any of the above holidays fall on Sunday, the Monday following shall be observed as such holiday.

If holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

We agree to observe these holidays on the day that the Building Trades establishes observance for all trades, normally observed by Federal Government regulations.

Section 7.05 When overtime is necessary, all men on the job shall be allowed to work such overtime or if this is not practical, then men required for overtime shall be changed each day, so that such overtime shall be distributed equally among all the men on the job. No men shall be transferred to an overtime job unless all employees already on said job have been or are given overtime. The Employer shall determine the number of employees needed on such overtime.

Section 7.06 No work shall be done between the hours of 4:30 p.m. Friday and 8:00 a.m. Monday, except to preserve life or property, in which event an official numbered permit must be obtained from the Executive Secretary-Treasurer's office by a telephone call from the Steward on the job giving the job location, foreman and the number of employees working overtime.

Section 7.07 Call In Pay and Reporting for Work: When an employee reports for work he shall be given at least four (4) hours work or he shall be given four (4) hours straight time pay in addition to any wages previously due him, provided he arrives at the time specified and provided further that he is not prevented from working by failure of other craftsmen to appear, failure to receive material or on account of weather or other conditions beyond the control of the Employer. In such event the employee shall receive pay for hours actually worked, morning or afternoon.

When the employee is unable to work because of weather and is instructed by the Employer, or his representative, at 7:00 a.m. or other agreed starting time to remain on the job, then the employee shall be paid at the regular applicable rate of pay for such time until he is released or he is ordered to work. If told to wait, a minimum time of one (1) hour shall be paid.

Section 7.08 Layoff: In case of layoff, the Employer shall give due consideration to recalling the men laid off before others are employed to replace them on that job. Employee shall be given one (1) hour advance notice of such layoff or discharge. In the event such one (1) hour notice is not given the employee shall receive one (1) hour additional pay from the time of such delayed notice. This shall not apply, however, when a layoff is temporary and the employee is worked on the next working day.

If such notice is given after quitting time, show up will be paid. All permanent termination shall be at the job site.

Section 7.09 Miscellaneous Working Rules: When all employees are not able to start work because of job conditions, the Employer shall place first at work those who have their tools on the job.

An employee shall not be on the job where he is employed more than thirty (30) minutes before starting time.

If an employee moves tools during the regular workday, he shall be paid straight time. If tools are moved from one job to another at the end of the day, the employee shall not be paid.

When all carpenter employees are not able to start work because of job conditions, the foreman and the Union steward shall be the first placed on the job.

Section 7.10 Tool Storage and Loss: The Employer shall provide a reasonably secure shed or suitable place for the storage of the Carpenters' tools and clothing with a heating stove during the winter season for Carpenters (on buildings ten stories high or over, a shed must be provided on every fifth floor). A complaint by the steward with reference to such storage space shall be investigated by representatives of the parties hereto.

Should tools in such storage space be stolen by forcible entry or destroyed by fire or other accidental means on the job, then such Employer shall pay the actual cost of tools.

The Employer's liability shall be for actual loss and limited to \$350.00 for rough Carpenter tools and to \$500.00 for finish Carpenter tools.

In order for Employer to be liable for loss, employee shall have submitted a list of tools in his box at time of employment. The Employer shall supply necessary forms to the employee to notify the Employer of any update on new tools brought on the job and both the employee and the Employer representative shall sign in duplicate with both parties keeping a copy.

If tools are stolen or destroyed, the Employer will reimburse the carpenter for the actual cost of the tools, provided that said carpenter submitted an inventoried list of tools to the Employer.

Section 7.11 Transportation and Transferring: When men are transferred from job to job during their regular working hours, they shall receive pay for their time.

When an employee is sent out of the jurisdiction of this contract by the Employer, he shall receive either the wage rate in that locality or the rate provided in this Agreement, whichever is higher, plus all agreed expenses. He shall be paid the straight time hourly rate to and from the job when using the mode of transportation specified by the Employer. Should the employee choose a different mode of transportation than that specified he shall be paid only for the estimated time of travel as prescribed by the Employer.

When an employee is required by the Employer to drive a service truck from the shop to the job before starting time, his time shall begin from the time he leaves the shop.

Section 7.12 Shift Work: Shifts may be established when considered necessary by the Employer.



A. Shift hours and rates will be as follows:

First Shift:	Eight (8) hours plus one-half (1/2) hour for lunch
Second Shift:	Eight (8) hours plus one-half (1/2) hour for lunch
Third Shift:	Eight (8) hours plus one-half (1/2) hour for lunch

B. Shifts shall be established for a minimum of three (3) consecutive workdays.

C. If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operation to permit the maximum utilization of daylight hours.

D. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollars and fifty cents (\$2.50) per hour premium for eight (8) hours work, and the third shift shall be paid eight (8) hours straight time plus three dollars and fifty cents (\$3.50) per hour premium for eight (8) hours work.

Payment for shift work shall be determined by the time of day or night shift was worked not on the basis of when an Employer first begins his shift operation i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid at straight time, the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one half, the shifts which start on Sunday morning and end on Monday morning will be paid at double time. Employees working during the normal workday shall receive first shift pay; employees working predominately during the evening hours shall receive second shift pay; employees working predominately during the early morning hours shall receive third shift pay.

E. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with excess hours to be paid at overtime rate.

Section 7.13 Stewards: There shall be one (1) steward on each contractor's job or shift. The parties agree to encourage stewards to complete a first aid course as offered by the American Red Cross or equivalent. If the steward or other employee is directed by the Employer to take care of an injured employee and/or accompany him/her to the hospital, doctor's office or home, such steward or other employee will not have his pay reduced for time spent assisting the injured employee.

Employer agrees that any employee who is injured on the job shall be given first aid treatment at the job, and if necessary be transported to a hospital or doctor's office for further treatment.

On the day of an injury resulting from a job site accident, the employee shall not suffer any loss for time spent receiving medical attention or, if the attending physician will not permit his return to work, for the remainder of the shift. On one (1) additional day subsequent to the accident, the employee shall not suffer any loss for time spent receiving further medical treatment provided that the doctor requires a return visit during working hours. Employee will request a written memorandum from doctor verifying time of treatment.

When two (2) or more men start a job, one (1) shall act as steward subject to approval by the Union. No employee shall so serve on two (2) consecutive jobs for the same Employer. Said steward shall not be laid off or discharged until the completion of carpenter work on the job or completion temporarily of any phase of carpenter work on the job except with the approval of the Union, provided that proven incompetence in workmanship shall be a valid ground for discharge. However, if the Employer's job work force is reduced to the Foreman and the Steward, the Employer may layoff the Steward prior to laying off his Foreman.

When working shifts and shift work ceases, the steward first appointed shall remain on the job until the same is complete.

Visiting Jobs: It is further agreed that duly authorized representatives of the Union carrying proper credentials shall be allowed to visit job sites during working hours after first notifying an on site representative of the Employer to interview the Employer or employees but in no way shall hinder the progress on the job. Employers will make all reasonable arrangements for such access to the job sites including restricted areas wherever possible.

Section 7.14 Vacation: An employee may upon three (3) weeks prior notice to the Employer, take a leave of absence for a vacation not to exceed two (2) weeks from the job on which he is employed, without jeopardizing future employment on that job, provided, however, that the work on the job is in progress on his return and that no more than one (1) employee on such a job shall be on vacation leave at any one time, without agreement to that effect with the Employer.

Section 7.15 Furnishing Supplies, Etc.: Employer shall furnish the following: emery wheel, grindstone or workbench, mitre box, jackscrews (hand or thumbscrews that exceed six inches), glue pot, or heavy hammers, or spike maul, exceeding three pounds (3 lbs.) in weight or heavy steel bars exceeding thirty inches (30") in length, or any other tools than those found in the ordinary Carpenters' tool chest, that are required on the job, ice water for drinking purposes for Carpenters, when the season of the year justifies and raincoats, boots and rain hats for all carpentry work, welding hoods, welding gloves, sleeves and welding or cutting goggles.

Employee who checks out tool will exercise proper care of tool while in his possession to prevent loss or theft.

Employees will furnish white carpenter or millwright overalls or pile driver overalls and items of safety apparel such as hard hats, suitable substantial shoes, goggles, and will use such safety items as required by the Employer at all times and shall be subject to immediate discharge for failure to do so. The Employer shall initially furnish a respirator to his employee but if an additional respirator is needed, it shall be furnished by the employee.

Any special color or material of hard hat, if required by the Employer, shall be furnished by the Employer.

If saws are sent out to be sharpened, Employer shall pay cost of sharpening.

Employees physically unable to work on stilts shall not be required to do so. OSHA approved stilts shall be furnished by the Employer.

Section 7.16 Maintenance of Concrete Forms: On all concrete pours of more than one (1) hour duration into forms erected by Carpenters, one (1) Carpenter will be gainfully employed to maintain such concrete forms during the concrete pouring operation in building construction providing, however, that if during said concrete-pour no maintenance of such concrete forms is required in the opinion of the Employer and the carpenter foreman, this carpenter is to be gainfully employed on other carpenter work on job.

Section 7.17 Welder and Burner Assistants: If fire hazards or other extraordinary conditions exist, welders or burners employed in such locations shall have an assistant for each welder or burner so employed.

When a carpenter is welding or burning, an assistant will be assigned to perform duties pertaining to the welding and burning as required or may be gainfully employed on other work in the immediate vicinity.

When the Union feels that conditions on any job justify an additional assistant or assistants, then one (1) representative appointed by the Carpenters' District Council and one (1) by the Southern Illinois Builders Association shall immediately investigate and resolve the complaint.

There shall be no work stoppage until this two (2) man committee has had the opportunity to arrive at a decision which shall be binding.

Section 7.18 Table Saw Operator Assistant: For safety reasons a member of the bargaining unit will assist the Carpenter operating table or radial arm saw in cutting unwieldy pieces of wood. When dispute arises as to the need for an assistant, Contractor's representative will review the matter and make the decision.

Section 7.19 Pile Driving: The laying out and driving of all pile must be done by Carpenters / Pile Drivers. Maintaining and repairing the hammer will be done by the pile driver /carpenter. All piling will be unloaded by carpenter / pile driver.

(Cutting off pile and welding of pile by pile driver / carpenter)

## **ARTICLE 8**

### **Millwrights**

Section 8.01 Where there are two (2) or more millwrights employed on one job, one (1) shall receive foreman's pay.

Section 8.02 No millwright foreman shall supervise a crew of more than eight (8) not including himself.

Section 8.03 A millwright foreman can supervise a crew on one (1) job site only.

Section 8.04 Tool Storage and Loss: The Employer shall provide a reasonable secure shed or suitable place for the storage of millwright's tools and clothing with a heating stove during the winter season for millwrights, Carpenters and/or pile drivers. (On buildings ten (10) stories high or over, shed must be provided on every fifth floor). A complaint by steward with reference to such storage space shall be investigated by representatives of the parties hereto.

Should tools in such storage space be stolen by forcible entry or destroyed by fire or other accidental means on the job, then such Employer shall pay the actual cost of tools.

The Employer's liability shall be for actual loss and limited to \$600.00 for each millwright. The Carpenters' District Council shall provide and furnish a list of minimum requirement aggregation of \$600.00 which each millwright is to have in his possession.

In order for Employer to be liable for loss, employee shall have submitted a list of tools in his box at time of employment. The Employer shall supply necessary forms to the employee to notify the Employer of any update on new tools brought on the job and both the employee and the Employer representative shall sign in duplicate with both parties keeping a copy.

If tools are stolen or destroyed, the Employer will reimburse the millwright for the actual cost of the tools, provided he/she submitted an inventoried list of tools as requested by the Owner/Contractor.

**Section 8.05 Safety:** When millwrights are exposed to unusual conditions, such as heat, cold, dust, dangerous fumes or gases, the contractor shall furnish the necessary safety or protective equipment exclusive of clothing. Each employee shall furnish his own hard hat, safety shoes, safety goggles or glasses. Where safety or protective equipment cannot possibly be used, there shall be a meeting of the Union and the Contractor to work out a mutually agreeable safety practice. The intent of this paragraph is to exclude inclement weather or acts of God.

**Section 8.06 Welder:** Any special certification test of a qualified millwright welder, taken for the convenience of the Contractor, shall be paid for by the Contractor. Before a qualified millwright welder commences the welding test, he shall be placed on the payroll of the Contractor. However, the Employer shall not pay for time spent by an employee taking a welding certification test, if employee fails such test. This rule shall apply to Carpenters and pile drivers when welding.

**Section 8.07 Machinery:** All machinery and equipment set by millwrights shall be adjusted by millwrights. During run-in period of equipment, millwrights can be gainfully employed on other work in the immediate area.

Safety shall be of paramount importance and in the event of a dispute over safety as to numbers of men required during run-in, the following procedures shall be followed:

That portion of the work in question shall be stopped and representatives of the Employer and the Union shall meet to resolve the dispute. If no solution to the dispute can be reached, a meeting of representatives of the Carpenters' District Council and the Southern Illinois Builders Association contractors familiar in millwright work shall immediately meet (at the job site if necessary) and resolve the dispute. The finding of this committee shall be binding. No disciplinary action shall be taken against the complainant.

**Section 8.08** Except as provided in this Article, other provisions of this Agreement shall apply to millwrights and pile drivers.

## **ARTICLE 9**

### **Grievance Procedure and Arbitration**

**Section 9.01** Any differences arising between employees and the Employer with reference to any conditions of employment affecting employees subject to this contract that are not covered hereunder, or to the interpretation of this contract in any other grievance of the parties hereto, except jurisdictional disputes, that cannot be satisfactorily adjusted by the Employer and the Job Steward shall be referred to the Business Agent of the Union and the proper officials of the Employer.

All grievances that cannot be settled between the officials of the Employer and the Business Agent of the Union shall, except as provided below, be referred to a Board of Arbitration consisting of three (3) members, one (1) of whom shall represent and be appointed by the Union, one (1) of whom shall represent and be appointed by the Employer, and the two (2) thus chosen shall select the third. The Union and the Employer shall select their respective representatives within five (5) days after receipt of written notice by one from the other requesting arbitration. Failure of the two (2) thus chosen to agree upon a third member to complete the Board within a period of ten (10) days after notification by one party to the other of the selection of the last named of the first two (2) members,

receipt of written notice by one from the other requesting arbitration. Failure of the two (2) thus chosen to agree upon a third member to complete the Board within a period of ten (10) days after notification by one party to the other of the selection of the last named of the first two (2) members, then either may request a list of arbitrators from the Federal Mediation and Conciliation Service from which the third member of the Board of Arbitration shall be selected by the two (2) other members of the Board of Arbitration either by striking names or by mutual agreement.

The decision of the majority of the Board of Arbitration shall be final and binding on all concerned. Each of the parties hereto shall pay the compensation of their own representative, and the compensation of the third member and other expenses of such arbitration shall be borne equally by the Employer and the Union.

If arbitration is requested by the Union or by the Association on behalf of a member Employer, the Employer and the Union agree to submit the grievance to a Board of Arbitration as provided in this Agreement. However, if arbitration is not requested either by the Union, or by the Association on behalf of a member Employer, the Union reserves the right to use its economic power in support of its demands, and in such event it is agreed by both parties that any such action taken by the Union shall not constitute a violation of this Agreement notwithstanding any provision of this Agreement to the contrary.

No relief shall be awarded in arbitration for any grievance that is not reduced to writing and delivered to the employer within 15 working days after the occurrence of the grievable event.

## **ARTICLE 10**

### **Strikes**

Section 10.01 Except as herein otherwise provided, employees shall not cease work, slow down or engage in any strike or other concerted interruption or interference with the work or business of the Employer during the term of this contract in support of any issue or disagreement arising out of any matter covered by this contract, and the Employer shall not lockout any employee covered hereunder during said term.

Section 10.02 It shall not constitute a breach of this Agreement for any employee covered hereunder to refuse to cross any lawful primary picket line and perform work in any instance where:

- A) The purpose of the picketing is lawful, is duly authorized by the Union picketing and the Southern Illinois Builders Association, Southwestern Illinois Building and Construction Trades Council and the Egyptian Building and Construction Trades Council, if so required.
- B) The establishment thereof is not contrary to or in violation of any law or this agreement.

**ARTICLE 11**  
**Jurisdiction**

Section 11.01 Nothing in this Agreement shall be construed to define or determine any craft or work jurisdiction or the recognition thereof by the Employer.

It is recognized by parties to this Agreement that the Impartial Jurisdictional Disputes Board is a voluntary organization and Employers signatory to this Agreement have the option of stipulating to this Impartial Board if they so desire, but are not bound to the Impartial Board by virtue of being signatory to this Agreement.

Section 11.02 When there are no decisions or agreements of record, or when no decisions or agreements of record apply, the Employer shall assign the work in a manner that is not contrary to the established practice in the St. Louis District Council area of the majority of its' Employers.

There shall be no stoppage of work because of a jurisdictional dispute.

The Union will provide the Southern Illinois Builders Association and Information with any written agreements involving jurisdiction with other local unions within the jurisdictional territory of this contract.

Section 11.03 Conflicting Claims to Work: In the event the Union and another trade or trades claim the same work on the job site of a signatory contractor, the parties agree that:

(A) there will be no picketing (including area standards publicity of any kind), boycotts, stoppages of work or lockouts; and

(B) the contractor may make the work assignment subject to the right of the Union to grieve and arbitrate the dispute.

In the event of a Union grievance or arbitration of such a dispute, the following shall apply:

(1) all trades claiming the work must participate in the grievance process;

(2) the contractor and interested trades agree to submit the dispute to the National Labor Relations Board for an expedited decision on the work assignment. If the National Labor Relations Board refuses to resolve the dispute, an alternative impartial umpire or arbiter shall be selected by mutual agreement or (if the parties are unable to agree on the umpire) the contractor shall designate the umpire. The work shall be awarded based upon the factors utilized by the National Labor Relations Board in jurisdictional dispute proceedings, i.e. (a) certification and collective bargaining agreements; (b) efficiency and economy of operations; (c) relative skills and safety; (d) area and industry practice; and (e) the contractor's practice and preference.

(3) the contractor will pay wages and fringe benefits on behalf of the workers who were assigned the work by the contractor unless and until there is a final decision awarding the work to a different trade;

(4) the contractor will not be liable for back wages, fringe benefit contributions or union dues as to any other workers or members of another trade for any periods prior to the date any decision awarding the work to these other workers or trade becomes final;

(5) if the contractor refuses to adjust work assignments necessary to comply with any decision, then the contractor will be liable for back wages, fringe benefit contributions and checkoff of union dues commencing on the date of finality of the decision and continuing through the date of compliance with the decision or the end of the project, whichever comes first.

## **ARTICLE 12** **Exoneration**

Section 12.01 During the term of this contract, the Union will not authorize, cause, induce, support or condone any strike whether general or sympathetic, or any work stoppage, or slow down of work, or walk out by any of the employees covered hereunder, or the Union, or any members of the Union, nor will the Union in any way support any action of its members in engaging in any of the same, but on the contrary will do everything within its power to prevent such acts.

The Union further agrees that should any of its members or its agents engage in such activities, without authority from the Union, the said Union will (by public announcement, advertisement, or such other means as shall seem practical):

- (a) Request them to immediately return to work;
- (b) Advise them that they are violating the Union Agreement with said Employer, and,
- (c) Grant them no assistance.

It is further agreed that any employee or employees engaging in such unauthorized action shall be subject to discharge by the Employer without further notice, and the action of the Employer in so discharging such employee or employees shall not be subject to dispute by the Union, or subject to arbitration.

It is further agreed that the Union will, on written request by the Employer, notify said Employer in writing within forty-eight (48) hours after the said written request is delivered to the Union office, at St. Louis, Missouri, whether the act or acts of the members alleged by the Employer to be improper were or are authorized by the Union.

In consideration of the foregoing, the Employer agrees that it will not hold said Union liable for any of the aforesaid actions or acts of the members or agents of the Union not authorized, induced, or condoned by said Union.

It is further agreed that a concerted refusal of employees of any Employer to report for work, without cause, when requested by Employer to so report for work, shall constitute just cause for discharge.

It is understood and agreed that the Negotiating Agent, the Association shall in no event be bound as a principal or Employer hereunder or be held liable as a principal or Employer in any manner for breach of this contract by any party hereto; that the liability of the Employer hereunder is several and not joint. That it is further agreed that the Employer shall not be liable for any acts of agents of Employer not authorized by the Employer. The Employer agrees it will, on written request by the Union, notify the Union within forty-eight (48) hours after receipt of such request by the Employer whether or not the act of the agent complained of by the Union is authorized, and if not authorized, the Employer will take immediate steps to rectify the situation complained of.

**ARTICLE 13**  
**Miscellaneous - Legal Compliance**

Section 13.01 This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not embodied herein shall be of any force or effect upon the parties hereto.

Section 13.02 Should any provision of this contract be contrary to, or in violation of, any applicable, existing or future law, then such provision in such event shall be void and of no force and effect, but all other provisions of this contract shall continue in full force and effect and be binding upon the parties. It is the intention of the parties to fully preserve the full force and effect of all provisions of this contract not contrary to law.

Section 13.03 Supplemental Dues. It is understood that during the term of this contract the Union has the option of implementing a supplemental dues plan in connection with the vacation plan providing the supplemental dues amount is deducted from the wage package.

**ARTICLE 14**  
**Management**

Section 14.01 The management of the Employer's work and business and the direction of the working force, including the right to hire, suspend, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work or other reasons, vested exclusively in the Employer, provided, however, that this shall not be exercised for the purpose of discrimination against any member of the Union or in any manner contrary to the provisions of this Agreement or law.

**ARTICLE 15**  
**Termination**

Section 15.01 This Agreement shall be effective and binding upon the parties from the date hereof until the first Wednesday of May, 2008. This Agreement shall be automatically renewed for additional periods of one (1) year each, from year to year, from and after the termination of the original term of this Agreement, or any subsequent year for which the Agreement is in force, unless at least sixty (60) days prior to the termination of the original period of this Agreement, or within sixty (60) days of the termination of any renewal thereof from time to time, either the Employer or the Union give the other written notice of its intention to terminate, amend or modify this Agreement. Within thirty (30) days after any such notice is received, a committee of representatives of the respective parties hereto shall meet and endeavor to come to an agreement on any matters in issue, and during the negotiations that follow with respect thereto there shall be no strike or stoppage of work.



It is agreed by the Employer and the Union that this agreement as it applies to all covered work performed in the counties of MADISON, JERSEY, CALHOUN, BOND, ST. CLAIR, MONROE, RANDOLPH, CLINTON, WASHINGTON, FAYETTE, MARION, CLAY, RICHLAND, EDWARDS, WAYNE, WHITE, HAMILTON, WABASH, LAWRENCE, JEFFERSON, PERRY, FRANKLIN, GALLATIN, WILLIAMSON, JACKSON, SALINE, UNION, JOHNSON, ALEXANDER, HARDIN, MASSAC, POPE and PULASKI will be effective May 7, 2003 and will remain in full force and effect until May 6, 2008 and will continue in full force and effect from year to year beyond May 6, 2008 except that by written notice given by either party at least (60) sixty days, but no more than (90) ninety days prior to , of any year hereafter, either party may notify the other of their desire to terminate or modify this agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this 28<sup>th</sup> day of APRIL, 2003.

**NEGOTIATING AGENTS**

**SOUTHERN ILLINOIS BUILDERS ASSOCIATION**

By Robert Wolf  
Robert Wolf, President

By Timothy K. Garvey  
Timothy K. Garvey, Executive Director

**CARPENTERS' DISTRICT COUNCIL OF GREATER ST. LOUIS  
AN AFFILIATE OF THE UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA  
AS NEGOTIATING AGENT**

By Terry Nelson  
Terry Nelson, Executive Secretary-Treasurer

I hereby certify that this is a true copy of the foregoing Agreement as signed.

**TIMOTHY K. GARVEY, EXECUTIVE DIRECTOR  
SOUTHERN ILLINOIS BUILDERS ASSOCIATION**