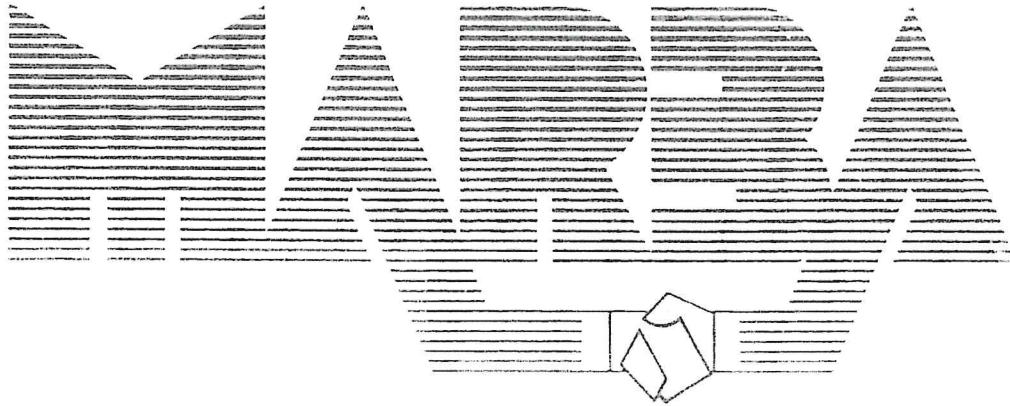


# **MID-AMERICA REGIONAL BARGAINING ASSOCIATION**



## **WILL COUNTY CARPENTERS AGREEMENT BETWEEN MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA) AND CHICAGO REGIONAL COUNCIL OF CARPENTERS TERM OF AGREEMENT JUNE 1, 2019 TO MAY 31, 2024**



**CHICAGO AND NORTHEAST ILLINOIS DISTRICT COUNCIL  
OF CARPENTERS  
WILL COUNTY  
Term of Agreement  
6/1/19 - 5/31/24**

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## **LABOR CONTRACT**

**THESE ARTICLES OF AGREEMENT**, are made and entered into effective the 1<sup>st</sup> day of June, 2019 between the MID-AMERICA REGIONAL BARGAINING ASSOCIATION (hereinafter sometimes referred to as ASSOCIATION), for and on behalf of each of their present and future members jointly and severally, engaged in building construction (hereinafter referred to as Employer), and the CHICAGO REGIONAL COUNCIL OF CARPENTERS, (hereinafter referred to as Union).

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

## **PURPOSE OF CONTRACT**

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

## **SCOPE OF WORK**

This contract covers all Employees of the Employer signatory to this contract engaged in work properly coming under the jurisdiction of the Union in Will County, Illinois. IT IS THEREFORE AGREED AS FOLLOWS:

## **ARTICLE I**

### **1.1 Recognition**

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all of the Employees engaged in performing work properly coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as defined in its Trade Autonomy.

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

### **1.2 Union Security**

All present Employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members in good standing in the Union not later than eight (8) days following the beginning of their employment or the effective date of this contract, whichever is the later. Upon written notice from the Union notifying the Employer of the failure of any Employee covered by this contract to complete or maintain his membership because of non-payment of dues, the Employer shall, within twenty-four (24) hours of such notice, discharge said Employee.

### **1.3 Protection of Prevailing Wages and Conditions and of Unit Work**

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

b. Cease Doing Business. The Employer shall perform no work and if it has commenced work, shall cease work on any job in which any Employee of any other employer not covered by a collective bargaining agreement with a union affiliated with the Building Trades Department of AFL-CIO, or with a union affiliated with a Building and Construction Trades Council in turn affiliated with AFL-CIO, is working.

c. Scope of Foregoing. Section 1 and 2 of this Article relates to contracting or subcontracting of work to be done at the site of the Construction, alteration, painting or repair work of a building structure or other work.

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

e. Consistency with Federal Law. All provisions of this Article shall be interpreted, construed and applied in a legal manner consistent with the laws of the United States and not in conflict thereof.

#### **1.4 Procurement of Labor**

The Union and the Employer recognize that the Union is in a position to aid the Employer in recruiting needed Employees who can meet the standards of the trade and who can promote the efficiency and safety of the operation of the Employer. The Employer agrees to notify the Union when he is in need of new Employees and the Union when requested, agrees to assist in securing qualified applicants and Employer agrees to give such applicants fair consideration consistent with the policies of the National Labor Relations Act as amended. Nothing in this paragraph shall be construed to limit the Employer from hiring from other sources.

### **ARTICLE II**

#### **2.1 Management**

It is understood and agreed that the direction of working forces and the right to suspend, transfer, lay off, promote, demote or relieve Employees of their duty shall be vested exclusively in the Employer. Provided, however, that the Employer shall not use this right for the purpose of discriminating against any Employee because of his membership or legitimate activities in the Union.

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

#### **2.2 Insurance-Employer's Number**

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

### **2.3 Failure to Pay Wages and Fringes**

In the event union and/or the Trustees are required to file suit by reason of an Employer's failure to:

- a. Maintain his monthly welfare and pension contributions pursuant to Articles 6.5, 6.6 and 6.7;
- b. Meet his weekly payroll;
- c. Maintain his Workers' Compensation and coverage as set forth herein; and a judgment is rendered in favor of the Union and/or Trustees, as part of said judgment, a reasonable amount of attorney's fees and court costs shall be awarded to them by the Court. After the Union and/or the Trustees are awarded said judgment, the Union shall have the right at its option, to require said Employer to furnish a suitable bond with a reputable surety company guaranteeing his performance of Item (a) as set forth in this Section prior to any resumption of the instant agreement with said Employer.

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

### **2.4 Union Representatives**

Representatives of the Union shall not be denied access to the Employer's office or to any part of the Employer's project for the transaction of necessary business with the Employer or the Employees covered by this contract except for Government or Federal Security reasons.

### **2.5 Steward**

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

It is understood and agreed that the steward must be a local union member in good standing for a period of three (3) years and must have worked within the geographic jurisdiction covered by this Agreement for at least one (1) year, except by permission of the Business Agent where conditions justify.

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

### **2.6 Medical Treatment or Doctors Aid**

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

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

### **ARTICLE III GENERAL WORKING RULES AND CONDITION**

#### **3.1 Tool Shed, Toilets, Drinking Water**

The Employer shall provide a suitable building or shed for the safekeeping of tools and clothing belonging to Employees covered by this contract, and under no circumstances will flammable materials be stored therein.

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

#### **3.2 Tool Loss**

If suitable insurance covering loss of tools of the Employees placed within said building or shed for safekeeping is not carried by the Employer, then the Employer shall be responsible for such loss at any time not to exceed a total maximum of two thousand five hundred dollars (\$2,500.00) in each individual case.

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

#### **3.3 Time for Leaving and Return to Tool Shed**

All Employees covered by this contract shall leave the tool shed at the regular starting time, and shall cease work in time to return to the tool shed by the regular quitting time; at no time shall the time allowed be less than five (5) minutes. The steward and foreman by mutual agreement shall determine the time necessary for the return trip.

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

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

#### **3.4 Hoisting of Tools**

The Employer shall furnish conveyance for any carpenter tools being moved from one job to another for a distance of more than two hundred (200) yards from the tool shed. When a building is more than three (3) stories high, the Employer shall arrange to take the Employees' tools up and down on the cage or hoist.

### **3.5 Tool Sharpening**

All Employees shall have their tools sharp when they report to work on the job.

No carpenter tools other than the standard hand tools found in the average carpenter toolbox shall be furnished on any job by any Employee covered by this contract.

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

No power tools shall be used by any Employee that are determined to be unsafe after a conference between the business representative of the Union and a representative of the Employer.

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

### **3.6 Furnishing and Rental of Employees Tools - Prohibited**

No Employee covered by this contract shall be permitted to furnish, loan, lease or rent to the Employer any equipment or tools of any description. In the event that the Employer knowingly permits or requires the employees to provide their own power operated tools, machinery or equipment in violation of the terms of this Article, the Employer shall be liable for all costs associated with enforcing this Article including, but not limited to, reasonable attorney fees and reasonable arbitration fees.

### **3.7 Tool Crib**

On any job where the Employer deems it necessary to have a crib man for the exclusive purpose of handing out carpenter tools, this crib man shall be a carpenter.

### **3.8 Operators of Machinery**

All operators of woodworking machinery must be journeyman Employees covered by this contract, except that an apprentice may be permitted to operate such machinery while working with and under the direct supervision of a journeyman carpenter.

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

### **3.9 Welding**

Employees covered by this contract shall do all cutting and welding whether acetylene or electric, when used in connection with any work coming under the jurisdiction of the Union.

It is agreed that when Employees covered by this contract are engaged in any type of welding or burning that adequate safety precautions will be used, and when in the opinion of the business representative, conditions justify, an Employee covered by this contract will be assigned to keep close watch over the welder to eliminate any hazard from fire.

Protective clothing such as gloves, sleeves, aprons, and pants to be furnished by the contractor to Employees while engaged in welding or burning.

### **3.10 Concrete Pouring**

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

## **ARTICLE IV**

### **4.1 Weekly Payday**

The Employer agrees to establish a weekly payday and to furnish with each payroll check or currency payment, a full statement of deductions. Wages may be paid by mail or by electronic deposit as directed in writing by the employee. If wages are to be paid by mail or by electronic deposit the paycheck must be received on or before the regularly established payday. If payment is made by check, the Employer shall be liable for any exchange charges. Whenever the regular payday falls on a recognized holiday, the Employee shall receive their pay the day before such holiday. No more than three (3) working days' pay shall be held back.

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

### **4.2 Discharge**

When a workman quits of his own accord, he shall receive his pay at the next regular payday.

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

## **ARTICLE V**

### **5.1 Workday, Workweek and Overtime**

Eight (8) hours shall constitute a regular day's work, Monday through Friday, beginning at 7:00 A.M. and ending at 3:30 P.M. with one-half (1/2) hour off from 12:00 noon to 12:30 p.m. for lunch. The Employer, without an adjusted workday in place, may begin work at 6:00 A.M. provided that the first hour of work is paid at the rate of time and one-half and all hours worked after 3:30 P.M. are paid at the rate of double time.

Provided, however, upon twenty-four (24) hours written notice to the Business Representative of the District or the Regional Council, the Union will grant an adjusted workday (starting times from 6:00 A.M. to 9:00 A.M. at straight time) which shall be at the option of the Employees upon certification of the job steward or Business Representative and, provided further, that the adjusted start time is the uniform start time established for the project. Adjusted workdays must remain in effect for the duration of contractor's work unless otherwise agreed to by the Business Representative. In no case should a job begin before 6:00 A.M. All work performed on Saturdays, Sundays and the following Holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas - or any day celebrated as such - shall be paid for at the rate of double time. This double time rate shall commence at 3:30 p.m., Friday or on any day preceding a holiday and shall end at 7:00 a.m., of the day following the holiday or the day recognized as a holiday.

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

Any Holiday falling on a Sunday will be celebrated on the following Monday.

Any regular Employee of an Employer covered by this contract who reports for work on December 24 and/or December 31 shall receive eight (8) hours pay for four (4) hours work.

Labor Day shall be a paid holiday. Employees shall receive eight (8) hours pay.

With respect to the last Friday prior to Christmas and the last Friday prior to New Year's Day, during the term of this agreement Employees who were (or are in the future) told not to report for work shall receive, for each of said days, four (4) hours straight time pay or Employees who worked (or work) four (4) hours shall receive eight hours of pay and Employees who worked (or work) with (8) hours shall receive twelve (12) hours of pay. Whether to work a portion of a day, a whole day or not to work at all shall be at the option of the Employer.

## **5.2 Shift Work**

There shall not be more than one (1) shift of work (7:00 A.M. to 3:30 P.M.) performed in any one (1) day and at any one (1) jobsite, except with Union permission.

When shift work is scheduled on any project, the Employer agrees to contact the business representative of the Regional Council at least forty-eight (48) hours before such shift work is started in order that he may have ample time to secure Employees necessary for such work. It is understood and agreed that shift work will not be scheduled on any project involving less than five (5) consecutive days' work.

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

- (1) The First Shift shall start at 7:00 A.M. and end at 3:30 P.M., which shall be eight (8) hours.
- (2) The Second Shift shall start at 3:30 P.M. and end at 11:00 P.M.
- (3) The Third Shift shall start at 11:00 P.M. and end at 6:30 A.M.
- (4) The Second and Third Shifts shall receive eight (8) hours pay for seven (7) hours worked.
- (5) Lunch hours for shift work shall be:
  - First Shift--12:00 noon to 12:30 p.m.
  - Second Shift--8:30 p.m. to 9:00 p.m.
  - Third Shift--4:00 a.m. to 4:30 a.m.

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

Should shift work be commenced on any project on Friday or any day preceding a holiday, then the rule of eight (8) hours pay for seven (7) hours work shall not apply and all Employees shall be paid double time for actual hours worked.

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

When work that is to be performed in occupied buildings is such of a nature that it is not appropriate or practical during the regular work day, such as renovation, alteration and modernization, such work may be performed at an adjusted time; provided a pre-job conference takes place between the Chicago Regional Council of Carpenters and the Employer and permission is granted by the Chicago Regional Council of Carpenters. Contractors utilizing this provision shall notify the Chicago Regional Council of Carpenters by requesting the pre-job conference on the form provided by the Chicago Regional Council of Carpenters. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. However, the adjusted shift shall run a minimum of three (3) consecutive days. All employees working under this provision shall receive eight (8) hours of pay for seven (7) hours work. Any and all work in excess of seven (7) hours of work in this provision shall be paid at a rate of double time. An Employer who violates this section shall pay as a penalty double time for all hours worked.

In the event Davis Bacon/Prevailing Wage projects require shifts to occur at times other than those specified in the Article because of traffic congestion, public safety, municipal requirements or other situations; different shifts and starting times can be established upon mutual agreement by the Contractor and Union provided a pre-job conference takes place between the Chicago Regional Council of Carpenters and the Employer and permission is granted by the Chicago Regional Council of Carpenters. Contractors utilizing this provision shall notify the Chicago Regional Council of Carpenters by requesting the pre-job conference on the form provided by the Chicago Regional Council of Carpenters. By mutual consent of the Employer and the Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. However, the adjusted shift shall run a minimum of three (3) consecutive days. All employees working under this provision shall receive eight (8) hours of pay for seven (7) hours work. Any and all work in excess of seven (7) hours of work in this provision shall be paid at a rate of double time. An Employer who violates this section shall pay as a penalty double time for all hours worked.

### **5.3 Reporting Time**

Any Employer who hires more men than he needs and does not put them all to work must pay those not employed for four (4) hours work.

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

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

### **5.4 Premium Work**

All work performed on scaffolds, towers, elevators, slip form, construction, the erection, repair, alteration or dismantling of same, when such work occurs at an elevation. The provisions of the articles pertaining to premium pay for high work are to be modified to provide fifty cents (\$0.50) per hour premium, for work performed over fifty (50) feet and seventy-five cents (\$0.75) per hour for work performed over seventy-five (75) feet.

All scaffolding built upon flat roofs or permanent flat decks which are at or above the fifty (50) foot elevation or are higher than the shortest distance from the base of scaffolding to the edge of roof or deck,

shall be paid for at the premium rate of pay. Any roof with more than one and one-half (1-1/2) inch rise to the foot shall not be considered a flat roof.

The Employer agrees to pay twenty-five cents (\$0.25) per hour or a minimum of one dollar (\$1.00) per half shift above the minimum journeyman wage for handling, fabricating, or erecting any material including piling, treated with creosote or any solution which will cause burns or skin irritation, excluding allergies.

Premium pay of twenty-five Cents (\$0.25) per hour shall be paid on all work performed on cofferdams, docks, piers, caissons, etc., when working below water level (when such structures are completely surrounded by water).

Work on all open hole, pit, ditch or tunnel, ten (10) feet or more below existing ground level at the immediate work area, and with any dimension of thirty (30) feet or less, shall require payment of a premium rate of fifty cents (\$0.50) per hour up to twenty-five (25) feet in depth and one dollar (\$1.00) for each twenty-five (25) foot interval thereafter.

For all work pertaining to bridge work and road work, the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) hours of work, Monday through Friday, will be paid at the rate of time and a half and work performed on Saturday shall be at the rate of time and a half. All other overtime set forth in the contract remains the same.

## **5.5 Traveling Expense**

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

In the event that the employees are required to work outside the geographic jurisdiction of their home local, they shall be paid the higher rate of wages and fringe benefit contribution rates under the Agreement covering the employee's home local or the Agreement covering the area where the work is being performed.

In the event that the employees are required to perform work outside the geographic jurisdiction of the Union and the employer is not covered by an agreement with an affiliate of the United Brotherhood of Carpenters and Joiners of America, the terms and conditions of this Agreement shall be binding with respect to the employee being required to work outside the geographic jurisdiction of the Union.

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

A paid lunch period of one-half (1/2) hour shall be granted if any member works more than two (2) hours after the end of the regular work day of 7:00 a.m. - 3:30 p.m.

## **ARTICLE VI**

### **6.1 Wage Rates, Fringe Schedule**

The economic package will increase as follows:

- (a) Effective June 1, 2019 \$2.70 (3.25%) increase per hour.  
Effective June 1, 2020 \$2.79 (3.25%) increase per hour.

Effective June 1, 2021 \$2.66 (3.00%) increase per hour.  
Effective June 1, 2022 \$2.74 (3.00%) increase per hour.  
Effective June 1, 2023 \$2.82 (3.00%) increase per hour.

If the pension funding requirements under the applicable schedule of a FIP or the applicable schedule of a Rehabilitation Plan adopted by the Pension Plan Trustees under the Pension Protection Act of 2006, or any successor legislation, and agreed to/adopted by the bargaining parties, requires additional pension contributions greater than fifty cents (\$0.50) per hour, those additional pension contribution amounts shall be allocated first from the total package increase scheduled for that year before any allocations to wages or the health & welfare plan or other benefits.

In the event the Pension Fund is not at or above 90% funded in accord with the Pension Protection Act of 2006 or other successor legislation as of May 1st of each contract year, the Union shall allocate a minimum of fifty cents (\$0.50) per hour to the Pension Fund and commit that its allocation of wages will not exceed 1.5 % of the total package.

Subject to the foregoing, the allocation among the wages and any other contribution shall be at the discretion of the Executive Committee of the UNION. Notice in writing of the allocation shall be given to the Employer by the Union thirty (30) days prior to the effective date.

Compute social security, withholding and state income taxes on wage rate only. Deduct the dues-check-off as you do the taxes, then include with the Health and Welfare, Pension, Apprenticeship and fringe benefit package. See Article XI per instructions on the Employer Contribution of eleven cents (\$0.11) per hour to the Mid-America Regional Bargaining Association Industry Advancement Fund.

The rate for apprentices, foremen, general foreman, and area superintendent are as indicated in the applicable sections governing their employment.

## **6.2 Check Off - Dues Fund**

Upon receipt of any Employee's written authorization, which shall be irrevocable for not more than one (1) year or on the termination date of this Agreement, whichever occurs sooner, the Employer shall deduct from such Employee's wages and dues and assessments certified in writing to the Employer by the Union. The aforesaid deductions shall be remitted monthly by the Employer to the Union on a form customarily used for submitting monthly Welfare and Pension Contributions. The collection of amounts due shall not be subject to the Settlement of Disputes provision in Article VII.

Such written authorization may be revoked by the Employee by written notice, by registered mail to the Employer and Union received by each during the ten (10) day period prior to the end of any authorization year or the applicable collective bargaining agreement, whichever occurs sooner. In the absence of such revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for an additional one (1) year period or until the end of the collective bargaining agreement, whichever occurs sooner.

The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the provisions of Section 2: Check Off - Dues Fund.

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

## **6.3 Foremen**

Any man giving orders to one (1) or more men shall be paid foreman's wages, which shall not be less than ten percent (10%) per hour above the minimum journeyman wage rate. No foreman shall give

orders to more than eight (8) men. No foreman shall be allowed to use his tools when giving orders to five (5) journeymen or more (apprentices not included). All foremen shall be Employees within the bargaining unit. Only foremen, as designated above, are to give instructions to carpenters. When a general foreman is required, he shall receive not less than twenty percent (20%) per hour above the minimum journeyman rate.

When there are sixteen (16) members of the bargaining unit employed on a job by one Employer there must be a general foreman. When there are sixty-five (65) members on the job there must be an area superintendent. He shall receive one dollar (\$1.00) per hour over the general foreman rate.

#### **6.4 Apprentices**

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

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

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

b. Every Employer who employs an average of five (5) Journeymen during six (6) months of a twelve (12) month period may employ one (1) Apprentice for every three Carpenters employed by the company without regard to jobsites. However, in no event shall an Employer exceed the ratio of one (1) Journeyman to one (1) Apprentice on any single jobsite.

c. Unless otherwise directed, each Employer shall pay into the Chicago Regional Council of Carpenters Apprentice and Training Program (hereinafter referred to as "Training Fund") the amount stated in Article VI, Section 1, per hour for each hour worked for Employer by all of those of his Employees who are covered by this Agreement.

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

e. The said Training fund is and shall continue to be administered by an equal number of representatives of the Employer and the Union pursuant to the Agreement and Declaration of Trust signed by the Employers and the Union as now in effect and as it may be amended from time to time in the manner provided in the Agreement and Declaration of Trust. Said Agreement and Declaration of Trust and any present and future amendments thereto are made a part of this Agreement as if set forth herein at length.

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

g. The Employer representatives serving as Trustees with their successors selected in the manner provided by the Agreement and Declaration of Trust shall represent all Employers in the administration of the training fund.

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

i. Failure of any Employer after reasonable written notice by the Administrative Fund Office to do so, to furnish reports, pay contributions, or comply with the rules and regulations formulated and promulgated by the Trustees of the Chicago Regional Council of Carpenters Apprenticeship and Training Program, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement and shall subject this Agreement to cancellation as to such Employer.

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

k. The Employer shall make contributions on behalf of each of its Employees employed by Employer in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred and sixty (160) hours per month.

l. The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the Union, provided that Employer shall not be required to pay contributions to the Training Fund for hours worked outside the geographical jurisdiction of the Union if Employer is required to pay contributions to another multi-employer apprenticeship training fund based on such hours.

m. The parties recognize the importance of reducing the operational costs to their affiliated fringe benefits trust funds or other funds established under the parties' collective bargaining agreements and agree to review all options available and take appropriate action consistent with the determinations of the trustees of the funds to reduce operational costs.

## **6.5 Health and Welfare Fund**

a. Unless otherwise directed, each Employer shall pay into the Will County Carpenters Local 174 Health and Welfare Fund (hereinafter referred to as the "Health and Welfare Fund") an amount per hour for each hour worked for the Employer during each calendar month by all of his Employees who are covered by this Agreement.

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

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

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

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

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

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

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

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

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

k. The Employer shall make contributions on behalf of each of its Employees employed by the Employer in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred and sixty (160) hours per month.

l. The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the Union, provided that Employer shall not be required to pay contributions to another multi-employer welfare fund based on such hours.

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

n. The parties recognize the importance of reducing the operational costs to their affiliated fringe benefits trust funds or other funds established under the parties' collective bargaining agreements

and agree to review all options available and take appropriate action consistent with the determinations of the trustees of the funds to reduce operational costs.

## **6.6 Pension Fund**

a. Unless otherwise directed, each Employer shall pay into the Will County Carpenters Local 174 Pension Fund (hereinafter referred to as 'Pension Fund') an amount per hour for each hour worked for the Employer during each calendar month by all Employees who are covered by this Agreement as follows:

Pursuant to Article VI, Section 1 of this Agreement, effective June 1 of each year of the Agreement, the Union, based upon the opinion of the Pension Fund actuary regarding the funding needs of the Will County Carpenters Local 174 Pension Fund, will establish the percentage of the total pension contribution set forth in the table in Article VI, Section 1 for that year to be directed to each of the Pension Funds.

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

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

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

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

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

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

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

liquidated damages in an amount as determined in accordance with the Agreement and Declaration of Trust.

i. The Employer shall make contributions on behalf of each of its Employees employed by Employer in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred and sixty (160) hours per month.

j. The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the Union provided that Employer shall not be required to pay contributions to the Will County Carpenters Local 174 Pension Fund for hours outside the geographical jurisdiction of the Union if Employer is required to pay contributions to another multi-employer pension fund based on such hours.

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

l. The parties recognize the importance of reducing the operational costs to their affiliated fringe benefits trust funds or other funds established under the parties' collective bargaining agreements and agree to review all options available and take appropriate action consistent with the determinations of the trustees of the funds to reduce operational costs.

## **6.7 Supplemental Pension Fund**

a. Unless otherwise directed, each Employer shall pay into the Will County Carpenters Local 174 Supplemental Pension Fund (hereinafter referred to as "Supplemental Pension Fund") an amount per hour for each hour worked for the Employer during each calendar month by all employees who are covered by this Agreement.

Pursuant to Article VI, Section 1 of this Agreement, effective June 1 of each year of the Agreement, the Union, based upon the opinion of the Pension Fund actuary regarding the funding needs of the Will County Carpenters Local 174 Supplemental Pension Fund, will establish the percentage of the total pension contribution set forth in the table in Article VI, Section 1 for that year to be directed to each of the Pension Funds.

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

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

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

information as many be required for the proper and efficient administration of the Supplemental Pension Fund.

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

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

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

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

i. The Employer shall make contributions on behalf of each of its Employees employed by Employer in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred and sixty (160) hours per month.

j. The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the Union, provided the Employer shall not be required to pay contributions to the Will County Carpenters Local 174 Supplemental Pension Fund for hours outside the geographical jurisdiction of the Union if Employer is required to pay contributions to another multi-employer supplemental pension fund based on such hours.

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

## **6.8 Three Rivers Construction Alliance**

Each Employer shall contribute to the Three Rivers Construction Alliance two cents (\$0.02) for each hour of work performed for the Employer by those employees covered by this Agreement. Collection of these contributions shall not be subject to the Settlement of Disputes procedures contained in Article VII.

## **ARTICLE VII**

### **7.1 Strikes and Lockouts**

It is expressly understood between the parties that during the term of this contract or any renewal period thereof, or during any pending arbitration proceedings or during any negotiations between the

parties hereto as to desired changes in this contract, as herein provided, there shall be no strikes, lockouts, boycotts, picketing, stoppage of work, or slowdown of work prior to the expiration date of this contract.

This contract is a guaranty that there will be neither suspension of work nor lockout, and that all grievances and disputes between the Employer and the Union, will be handled as hereinafter provided.

## **7.2 Settlement of Disputes**

a. Except as provided elsewhere in this collective bargaining agreement, any dispute concerning the proper interpretation and application of this Agreement shall be handled in the first instance by a meeting between a representative of the Union and the employer within seven (7) days after the dispute has been initiated. In the event the dispute involves an issue concerning wages or other issues wherein the Union must have information or documents in order to proceed, the Employer must provide such requested information within ten (10) working days of receipt of the request. Failure of the Employer to timely provide such information or seek an extension from the arbitrator for good cause shall be deemed an admission of the Union or Employee's claim. An admission of the claim for failure to provide information or documents shall only occur after the appointment of an arbitrator. This limitation period will only be extended by mutual agreement between the Union and the Employer. Disputes must be raised within thirty (30) days of the date the Employee or the Employer become aware of the events giving rise to the dispute. However, the Union may file a grievance under this provision for a violation of the collective bargaining agreement within thirty (30) days of a representative of the Union first being made aware of the alleged violation. A representative of the Union is defined as any elected Regional Council officer or any appointed Business Representative.

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

c. The arbitration hearing shall begin no later than thirty (30) days after the date of referral to arbitration. Upon completion of the arbitration hearing, the parties may elect to submit written briefs to the arbitrator no later than seven (7) calendar days after the close of the arbitration hearing. The arbitrator shall issue a written decision and findings fourteen (14) calendar days after the completion of the arbitration hearing unless the arbitrator requests written briefs from the parties, in which the time for the arbitrator's decision shall be twenty-one (21) calendar days after the completion of the hearing. This limitation period may only be extended by mutual written agreement of the Union and Employer.

d. The PAB shall consist of the following five arbitrators mutually agreed upon between the Union and the Mid-America Regional Bargaining Association:

Jeanne Vonhof  
Donald Peterson  
Elliott Goldstein  
Ed Benn  
Ann Kenis

In the event that any designated arbitrator shall be unable or unwilling to act on the PAB, the Union and Mid-America Regional Bargaining Association shall mutually agree and designate a substitute. The grievance shall be sent to the arbitrators in rotation, each grievance being submitted to the next arbitrator on the list following the one to whom the most recently submitted grievance has been sent. Upon submission of the grievance, the arbitrator shall be requested to advise both parties promptly as to his earliest available hearing date or dates. If an arbitrator to whom a submission has been made shall be unable to offer a hearing date earlier than thirty (30) calendar days from the date of delivery of the letter of submittal of a grievance, then, unless the parties agree otherwise, such grievance shall be sent to

the next arbitrator in the rotational sequence. If no arbitrator on the list is able to meet the thirty (30) calendar day deadline, then, unless the parties agree otherwise, submission shall be submitted to the listed arbitrator with the earliest available hearing date. The expense of the Arbitrator shall be shared by the parties in equal proportions. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have no authority to add to, subtract from or modify any provision of this Agreement. There shall be no strikes, slow downs or withdrawal of men by the Union while the dispute is being processed through this procedure.

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

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

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

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

i. The Union agrees to furnish the Association with copies of all requests for arbitration simultaneously with any request sent to the PAB. In addition, the Union shall notify the Association of hearing dates at least ten (10) days in advance of the PAB hearing and will provide the Association with a copy of any arbitration decision within seven (7) days of receipt of any decision. The Union's failure to provide the notices and arbitration decision as required herein shall make any award issued by the arbitrator inapplicable to and inadmissible in any future arbitrations for any purpose.

## **ARTICLE VIII**

### **8.1 Validity**

In the event that any Article, paragraph or section of this contract and any amendment thereto, shall be invalid, then neither of the parties hereto shall be bound thereby; but the said articles, paragraphs and section shall be deemed to be separate and the invalidity of any portion thereof shall not affect the validity of the remainder.

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

## **ARTICLE IX TERM OF CONTRACT**

This agreement shall be in full force and effect from June 1, 2019, through May 31, 2024.

## ARTICLE X

### 10.1 Trade Autonomy

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

b. Our 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, Board Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders, Millmen; Floor Layers and Finishers; Shinglers; Siders; Insulators; Acoustic and Dry Wall Applicators; Shorers and House Movers, Reed and Rattan Workers; Casket and Coffin Makers; Railroad Carpenters and Car Builders; Laying of Rubber Tile and substitutes; setting up ice boxes; installing of office and store fixtures; application of transit roofing and siding; the erection of steel houses; application of insulation; application of enameled store fronts; installation of hollow metal trim; concrete forming; gang forms; doors and bucks, interior and exterior; scaffolding; overhead sectional doors, and those engaged in the operation of woodworking or other machinery required in the fashioning or milling of products used in the trade or engaged as helpers to any of the handling of material on any of the above divisions or subdivisions.

When the term "Carpenter and Joiner" is used it shall mean all the subdivisions of the trade.

### 10.2 Millwright

Setting of all engine motors, dynamos, generators, air compressors, fans, blowers and pumps; putting on all pulleys, sheaves and flywheels on same.

The rehabbing of all machinery, all machinery, all cutting, welding, burning, bottle package hoist, and all supports connected therewith.

The repairing of all hand trucks, overhead chain conveyers, power driven conveyors.

Description of one type of conveyor: A conveyor is a machine which after assembly will perform work the same as any other mechanical machine or equipment.

All fabrication, installation, dismantling and maintaining of all conveyors, including screw belt, bucket, roller, and slate, spiral chutes, and all channel type free trolley I-beams, and all types of mono rails and tram 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, drag-line, power-driver, pipe-constructed conveyors, including all other supports and adjuncts necessary for their installation.

All grain handling devices, all scales, all grain mills, crushers and beaters.

All drives, such as rope, belt, chain, friction, gears and rawhide.

All driven screens, dodge belts and gears, extractors

and expellers, all agitators, barrel hooping machines, sewing machines, and case sealing machines.

Setting and maintaining of all porous mixers, the making and setting of all templates for all machinery requiring foundation and bolts.

All coal handling machinery, drive crushers, and conveyors of steel or wood, pipe or fibre.

Framing and setting of all bridge trees of wood all foundation beams or timbers used for the reception of machinery.

The erection of all wooden derricks and the installation and dismantling of machinery in flour, cereal, cotton, wood, twine, paper, steel, saw, cement, powder 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 Employer shall issue and furnish the following tools to millwrights: dial indicators, micrometers over one (1) inch, precision levels over eight (8) inches, adjustable wrenches over twelve (12) inches, sockets over one-half (1/2) inch drive, open-end or box wrenches over one and one-eighth (1-1/8) inches, taps, dies, reamers, and all expendable tools such as files, hack saw blades, etc.

On any shift where twelve (12) or more millwrights are employed, a millwrights crib man shall be employed.

The tool loss reimbursement provision in Article III, Section 2 shall apply to millwrights.

### **10.3 Pile Driving**

It is understood that pile driving properly comes under the jurisdiction of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA and that a sufficient number of pile drivers to provide for the safe operation of the pile driving equipment will constitute a crew.

It is further understood that at no time will any other craft or any Employee not covered by this contract be used if any pile driving operation properly coming under the jurisdiction of the UNITED BROTHERHOOD.

## **ARTICLE XI INDUSTRY ADVANCEMENT FUND**

Each Employer shall contribute thirteen (\$0.13) cents for each hour worked for the Employer by those of his Employees covered by this Agreement to the MID-AMERICA REGIONAL BARGAINING ASSOCIATION INDUSTRY ADVANCEMENT FUND or such other fund as MARBA in its sole discretion may direct at any time during the term of this Agreement. Inasmuch as the existence and utilization of the Industry Fund should result in increased construction and greater job opportunities, the Union agrees to cooperate in assuring that the contributions required by this Article are in fact made by Employers bound by this Agreement.

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

## **ARTICLE XII**

### **12.1 Most Favored Nations**

a. In no event shall any Employer be required to pay higher wage rates or be subject to more unfavorable wage rates, contract terms or work rules, than those agreed to by the Union in any Collective Bargaining Agreement with any other construction industry employer within the contract territory. In no event shall wage rates, contract terms, or work rules so granted any sub-trade (including sub-trades, whether or not dealt with separately in this Agreement) be applied to general carpentry or any other sub-trade. However, all Employers operating within a sub-trade shall have the benefit of this provision within that sub-trade. This paragraph shall not apply to the terms and conditions of any national or international agreement, nor the terms and conditions of any contract involving shop, stair shops, in-plant, industrial, municipal, factory, millmen, component parts, maintenance agreements, CEDA and such other similar governmental funded community programs and governmental agreements, nor to the terms and conditions in effect for the first one hundred and eighty (180) days of an agreement with an Employer who had not been bound to an agreement with the Union during the prior twelve (12) month period. (Agreements lasting more than one hundred and eighty (180) days must be approved by the Labor-Management Committee established under this Article.)

b. Notwithstanding anything to the contrary above, in the event the Union shall establish prior to bidding or award for a particular contract, or identifiable sector or specialty work, any wage rates, contract terms or work rules that will be applicable to that contract, sector or specialty work which are more favorable to the Employer than those contained in this Agreement, then all Employers bidding on that project, sector or specialty work shall be entitled to the benefit of such more favorable terms. In the event that subsequent to the award of a particular contract, the Union through the President of the District Council of his designee for good cause desires to establish more favorable wage-rates, contract terms or work rules for that contract, said more favorable terms shall become effective with the concurrence of the Labor-Management Committee established under this Article.

c. The Labor-Management Committee established under this Article shall consist of the President of the District Council and one Representative appointed by the Association.

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

## **ARTICLE XIII**

**13.1** There shall be established a standing committee of three (3) members appointed by the Union and three (3) members appointed by the ASSOCIATION to discuss any issues without limitation relating to the industry.

**13.2** The standing committee shall meet not less often than once each quarter beginning in June 2019 through May 2024.

## **ARTICLE XIV**

### **SUBSTANCE ABUSE AND RECOVERY PROGRAM**

**14.1** The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the Union seek to protect people and property,

and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all its Employees.

#### **14.2 Definitions.**

- a. Company Premises – The term “Company Premises” as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owed, leased or used by the company. Construction job sites for which the company has responsibility are included.
- b. Prohibited Items & Substances – Prohibited substances include illegal drugs including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an Employee on the job.
- c. Employee – Individuals who perform work for the Employer, including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- d. Accident – Any event resulting in injury to a person or property to which an Employee, or contractor/contractor's Employee, contributed as a direct or indirect cause.
- e. Incident – An event which has all the attributes of an accident, except that no harm was caused to person or property.
- f. Reasonable Cause – Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

#### **14.3 Confidentiality**

- a. All parties to this policy and program have only the interests of Employees in mind, therefore, encourage any Employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An Employee assistance program will provide guidance and direction for an Employee during the Employee's recovery period. If an Employee volunteers for help, the company will make every reasonable effort to return the Employee to work upon the Employee's recovery. The company will also take action to assure that the illness is handled in a confidential manner.
- b. All actions taken under this policy and program will be confidential and disclosed only to those with a “need to know”.
- c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- e. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

#### **14.4 Rules-Disciplinary Actions-Grievance Procedures**

1. Rules – All Employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
  - a. Use, possesses, dispense or receive prohibited substances on or at the job site; or
  - b. Report to work with any measurable amount of prohibited substances in their system.
2. Discipline – when the company has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reasons of safety, the Employee may be suspended until test results are available. If no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay. If the test results prove negative, the Employee shall be reinstated with back pay. In all other cases:
  - a. Applicants testing positive for drug use will not be hired.
  - b. Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
  - c. Employees who refuse to cooperate with testing procedures will be terminated.
  - d. Employees found in possession of drugs or drug paraphernalia will be terminated.
  - e. Employees found selling or distributing drugs will be terminated.
  - f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to terminate.
3. Prescription Drugs – Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all Employees, the company will consult with an Employee's physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate an Employee's needs by making an appropriate re-assignment. However, if a re-assignment is not possible, an Employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.
4. Grievance – All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreement.

#### **14.5 Drug/Alcohol Testing**

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

- a. A pre-employment drug and alcohol test may be administered to all applicants for employment;
- b. A test may be administered in the event a supervisor has reasonable cause to believe that the Employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the Employee has the right to request his on-site representative to be present;
- c. Testing may be required if an Employee is involved in a workplace accident/incident or if there is a workplace injury;
- d. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period;
- e. Employee may also be tested on a voluntary basis.
- f. Random drug testing conducted under the policy and procedure contained in Section 7.

Each Employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an Employee refuses to sign a consent form authorizing the test ongoing employment by the company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood test will be utilized for post accident investigation only.

The company will bear the costs of all testing procedures.

#### **14.6 Rehabilitation and Employee Assistance Program**

- a. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist the Employee to enroll in an Employee assistance program for treatment, and will also counsel the Employee regarding medical benefits available under the company or union health and welfare/insurance program.
- b. If treatment necessitates time away from work, the company shall provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.
- c. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

#### **14.7 Random Drug Testing Policy and Procedures**

The Random Drug Testing Policy and Procedure are as follows:

1. Employees Subject to Testing

The parties agree to the establishment of a random testing program that shall include all current employees and future employees.

2. Random Rate

Random testing may be conducted as follows:

- a. Once per calendar month the employer may randomly test a portion of the bargaining unit members working for the company.
- b. The employer shall maintain sufficient records of testing to allow the Union to determine whether the provisions of this Article are in compliance.

3. Selection Period

- a. The selection period is an interval within the program period for which a given number of random selections are performed. The frequency of selection shall be once during each calendar month, although the actual specimen collection may occur on any working day within that calendar month.
- b. Each individual company shall submit a current employee list for each selection period to a Third Party Administrator that will computer-generate a list of randomly-selected employees.
- c. Each individual company shall designate the specific day and time within the selection period the sample is to be collected for each employee selected. To ensure the deterrent effect of random testing, testing shall be spread out through the selection period and include a representative sample of all work days, including weekends and holidays when feasible. In no event shall an employee be required to submit to testing when the employee is not physically present on the jobsite or employer office and engaged in bargaining unit work for the company. Moreover, in order to be tested, the employee must be scheduled to perform bargaining unit work on a jobsite on the date the testing is to occur.

4. Testing Procedures

- a. The cost of all tests, specimen collection and random selection shall be borne by each individual company. Each company shall pay the employee for all time spent complying with Section 32.7, including travel to and from the collection location and time spent for testing. Each randomly-selected employee shall be responsible for getting to and from the collection site in a timely manner. Failure of the employee to get to the testing site in a timely manner shall be deemed a refusal to be tested unless the employee can demonstrate by clear and convincing evidence that the failure to so appear was outside the employee's control. The Employer shall be responsible for transporting any Employee who does not have an individual means of transportation.
- b. Each individual company may elect to have the employee finish his work day at the collection location. Overtime provisions of the Agreement shall apply.
- c. Employees are required to cooperate in all specimen collection and/or testing procedures. This shall include providing a sample either on the job-site or

collection location and having in their possession valid picture identification and any testing paperwork given to the employee by the company.

5. Testing

- a. The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health and Human Services - Substance Abuse and Mental Health Service Administration (SAMHSA).
- b. Specimen samples shall be collected at the third party administrator collection location or at the job-site by a third party administrator who has been properly trained to collect specimen samples to meet guidelines established by the Department of Transportation.
- c. A split sample shall be secured from each employee tested. When a urine sample is taken, the sample will be collected in a single container and then split into two containers by the collector. When an oral swab is taken, the collector shall swipe into two separate swabs and keep each swab separate.
- d. All initial tests will be tested by the accepted industry standard screening methodology appropriate for the type of specimen. All initial positive tests shall be confirmed by gas chromatography/mass spectrometry (GC/MS) or the appropriate industry standard confirmatory methodology appropriate for the type of specimen.
- e. Urine and/or oral fluids may be tested.
- f. Testing for alcohol shall be at the option of the company. Testing for alcohol shall follow 49 CFR Part 40 Subparts J and K Procedures for Transportation Workplace Drug and Alcohol Testing Programs for the Department of Transportation, as that provision may from time to time be amended.
- g. All illegal drugs, controlled substances, look-alike drugs, and designer drugs, may be tested for.
- h. Use of prescription drugs outside the parameters of the prescription and physician's advice may be tested for.
- i. The United States Department of Transportation levels for 'positive' or 'negative' drug test results shall be the standard where applicable. Alcohol test results of .02 and higher shall be treated the same as a positive test result.
- j. All confirmed positive test results shall be reviewed, verified and reported to each company by a Medical Review Officer (MRO). The MRO shall not review positive alcohol tests reported from a breathalyzer.

6. Test Results

- a. Test results that are verified by the MRO as positive or positive dilute shall be handled in accordance with the Agreement, including termination of employment.
- b. Test results that are verified by the MRO as adulterated or substituted as determined by the laboratory and verified by the MRO shall be treated as a positive test result.

- c. Test results that are verified by the MRO as negative dilute shall allow for a new specimen collection and test at the company's discretion. The second test result shall be considered the test of record and the first result disregarded.
- d. Test results that indicate misuse of prescription drugs shall be treated as a positive test result.
- e. A refusal to provide a sample shall be treated as a positive test result.
- f. Specimen samples that cannot be collected, or collected properly due to an uncooperative employee shall be treated as a positive test result and handled in accordance with the Agreement.
- g. In the case of a specimen sample that cannot be collected because an employee does not provide a sufficient amount of urine for the drug test (i.e., 45 ml of urine), the following procedures shall be followed:
  - (1) The collector must discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering, in which case the test is treated as a positive or positive dilute test result;
  - (2) The employee shall be given the opportunity to drink fluids but shall not be forced to drink fluids. The employee shall be informed that he or she has up to three hours to produce an adequate urine specimen, and when that three hour period begins and ends.
  - (3) If the employee refuses to attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, it is treated as a refusal to test.
  - (4) If the employee is unable to provide an adequate urine specimen after the conclusion of the three hour period, the collector must immediately inform the employer and follow 49 CFR Part 40.193 Procedures for Transportation Workplace Drug and Alcohol Testing Programs from the Department of Transportation, as that provision may be from time to time amended. The company, at its option, can require testing by an alternate method, including blood or oral fluids.
  - (5) Test results that indicate a fatal flaw, invalid sample, cancelled test, damage in shipment, defect in collection procedures, laboratory errors shall result in a new specimen collection and test at the company's option.

7. Indemnification and Hold Harmless

The Employer shall release, indemnify and hold the Union including its officers and agents completely harmless from any claims and allegations of loss, damage and injury resulting from the implementation of random testing which is not specifically authorized by the terms of this Article.

8. Policy of Non-Discrimination and Non-Harassment

The Employer is strictly prohibited from using this random testing procedure to either harass or discriminate against any person for any reason.

## **ARTICLE XV MARKET AND GEOGRAPHIC AREA COMMITTEE**

### **15.1 Purpose**

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

### **15.2 Scope and Authority**

a. The Market and Geographic Area Committee is authorized and created pursuant to this Article XV of the Area Agreement.

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

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

d. The committee shall not be authorized to add to, subtract from or otherwise modify terms of the area agreement, except as provided in this Article.

e. The committee shall not act in an arbitrary or capricious manner.

### **15.3 Definitions**

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

b. Geographic Area. Geographic area means a particular geographic area within the ten (10) county territorial jurisdiction of the Chicago Regional Council of Carpenters Area Agreement.

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

### **15.4 Committee Composition**

The committee shall be composed of three (3) representatives of the Association and three (3) representatives of the Union.

### **15.5 Meetings and Voting**

a. A committee meeting may be called by any two members of the committee at the request of any party to the area agreement, and such requests shall be made by mail to all participants at least

ten (10) days prior to the desired meeting date. However, the ten (10) day notice requirement may be waived upon mutual agreement if the circumstances so dictate.

b. The committee at its meeting shall ascertain whether a market area has been substantially lost, or is rapidly being lost. If an affirmative determination is made, the committee may recommend an addendum to the master agreement, the content of which will be subject to a majority vote of the committee. Any addendum would become effective upon approval of the Council and the association party to the area agreement and becomes effective on the date specified in any such addendum as to each Employer only within those portions of the geographic area(s) in which such Employer is bound to a collective bargaining agreement with the Union and only as to those portions of the geographic area and/or market area is specifically described in any such addendum.

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

## **ARTICLE XVI BONDING**

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

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

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

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

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

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

**ARTICLE XVII  
UNITED BROTHERHOOD OF CARPENTERS  
NATIONAL FUNDS**

In addition to any contributions otherwise called for herein, there shall be a ten cent (\$0.10) per hour contribution to the Carpenters International Training Fund ("Training Fund") with the Employer paying six cents (\$0.06) for each hour of work performed by its Employees and four cents (\$0.04) being allocated from the negotiated wage package for each hour of work performed by the Employees. Payment shall be made to the Training Fund or to such collection agent as designated by the Training Fund on or before the 20<sup>th</sup> day of the month following the month of the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such funds.

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

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

The parties hereby establish a Labor/Management Union Carpentry Cooperation Promotion Fund ("LMUCCP Fund") to enhance the use of Union Carpentry Construction to increase opportunities for Union members and signatory Employers. This Fund shall be collected by the fringe benefit offices affiliated with the Chicago Regional Council of Carpenters. This Fund shall be used solely to promote the Union Carpentry Industry and shall be governed by a Board of Trustees based on the equal representation of three (3) Union and three (3) Employer Representatives. All expenses, remuneration and salaries shall be decided by a majority vote of Fund Trustees. Out of the increases to be allocated, each Employer shall contribute an amount per hour as determined by the Union for each hour worked for the Employer by those of his Employees covered by this Agreement. The obligation to contribute under this Article is contingent on one Trustee to be appointed by MARBA and two other construction industry Mid-America Regional Bargaining Associations agreeing to participate in the Fund and appoint trustees thereto, and approval by legal counsel for both parties.

In addition to the foregoing, out of the allocated increases, each Employer shall contribute the allocated amount for each hour of work performed by Employees covered in this Agreement to the LMUCCP Fund subject to the following requirements. The Union and MARBA agree, and shall direct their appointed trustees of the Fund to amend the Trust Agreement to allow for the following items:

(a) The amount contributed to this Fund under this provision shall be segregated from other contributions submitted at a different hourly contribution rate and made to a separate account which will exclusively receive the allocated contributions. The Account shall be referred to as the "Carpentry Advancement Fund".

(b) Pursuant to Section 5.2 of the Trust Agreement, the disbursement of any funds submitted to the Carpentry Advancement Fund by Employers under this provision shall be delegated to a Committee of Trustees consisting of 1.) two Union representatives including the President/Executive Secretary/Treasurer of the Union, and 2.) two MARBA representatives including the Chairman of the MARBA Bargaining Committee. Any disbursements from the segregated Carpentry Advancement Fund must be by joint agreement of such trustees.

(c) MARBA or the Union may terminate participation in the Carpentry Advancement Fund with thirty (30) days written notice to the President/Executive Secretary/Treasurer of the Union or the Chairman of the MARBA Bargaining Committee. In the event that MARBA or the Union terminates such

participation, the contribution designated for the Carpentry Advancement Fund shall be allocated in the Union's discretion.

Contributions under this provision shall not commence until the Trust Agreement is amended as identified above.

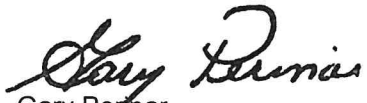
The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article VII.

#### **ARTICLE XIX WORK RULES COMMITTEE**

- (a) The Union and the Association together shall create a Work Rules Committee consisting of an equal number of members representing each party with no more than three (3) persons from each. Alternate members may be appointed. The purpose of this Committee shall be to consider, discuss, and propose, under appropriate circumstances, work rule modifications that benefit the carpentry industry and its signatory contractors
- (b) No discussions by or meetings of the Committee shall be considered a reopening of the contract.
- (c) Any work rule modifications proposed by the Committee must be ratified by the Chicago Regional Council of Carpenters and the Mid-America Regional Bargaining Association.

**IN WITNESS WHEREOF**, the parties have executed this Contract Extension Agreement on the dates indicated.

**CHICAGO REGIONAL COUNCIL OF  
CARPENTERS**



Gary Pernar  
President/Executive Secretary Treasurer

**MID-AMERICA REGIONAL BARGAINING  
ASSOCIATION**, for and on behalf of its present  
and future members who  
assign the authority to represent them for  
collective bargaining purposes.



Seth Gudeman  
Chairman of the Bargaining Committee

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