

STATE OF ILLINOIS – DEPARTMENT OF LABOR
160 N. LASALLE ST., STE. C-1300
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:)	
)	
CHICAGO REGIONAL COUNCIL OF)	
CARPENTERS,)	
)	
PETITIONER(S),)	STATE FILE NO. 2020-H-RP01-2327
)	
v.)	DATE OF NOTICE: <u>January 31, 2020</u>
)	
MICHAEL D. KLEINIK, DIRECTOR OF THE)	CERT. MAIL/RETURN RECEIPT:
ILLINOIS DEPARTMENT OF LABOR, and)	
THE ILLINOIS DEPARTMENT OF LABOR,)	_____
)	
RESPONDENTS.)	9489 0090 0027 6162 5428 97
)	

NOTICE OF HEARING

PLEASE TAKE NOTICE that Michael D. Kleinik, Director of the Illinois Department of Labor, and the Illinois Department of Labor [hereinafter, "Respondents"] have received from Chicago Regional Council of Carpenters [hereinafter, "Petitioner(s)"] written objections to the prevailing wage determinations posted by the Department on its website on December 16, 2019, and a request for hearing on those objections pursuant to Section 9 of the Prevailing Wage Act [hereinafter, "IPWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing on:

DATE: FEBRUARY 18, 2020
TIME: 12:00 P.M.
PLACE: ILLINOIS DEPARTMENT OF LABOR
160 NORTH LASALLE STREET, SUITE C-1300
CHICAGO, ILLINOIS 60601

ADMINISTRATIVE LAW JUDGE:

MOSHE LIBERMAN
ADMINISTRATIVE LAW JUDGE
ILLINOIS DEPARTMENT OF LABOR
160 NORTH LASALLE STREET, SUITE C-1300
CHICAGO, ILLINOIS 60601

The hearing involves the written objections and hearing request filed by Petitioner(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the administrative law judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the administrative law judge shall automatically become the decision and order of the Director of Labor.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.

A handwritten signature in black ink, appearing to read "Michael D. Kleinik", is written over a horizontal line. The signature is stylized and cursive.

Michael D. Kleinik
Director of Labor

2020 - H - RPB1 - 2327

RECEIVED

JAN 3 2020

Illinois Department of Labor
CHICAGO OFFICE

STATE OF ILLINOIS- DEPARTMENT OF LABOR
CONCILIATION/MEDIATION DIVISION
160 N. LASALLE ST. STE. C-1300
CHICAGO, IL 60601

IN THE MATTER OF:)
)
CHICAGO REGIONAL COUNCIL OF)
CARPENTERS)
)
Petitioners,)
)
vs.)
)
MICHAEL D. KLEINIK, DIRECTOR OF)
THE ILLINOIS DEPARTMENT OF)
LABOR and the ILLINOIS)
DEPARTMENT OF LABOR,)
)
Respondents.)

STATE FILE NO.:

NOTICE OF FILING

TO:

Michael D. Kleinik
Director
Illinois Department of Labor
Michael A. Bilandic Building
160 N. LaSalle St., FL-13
Chicago, IL 60601

Illinois Department of Labor
Michael A. Bilandic Building
160 N. LaSalle St., FL-13
Chicago, IL 60601

Yolanda Carrillo
Chief Legal Counsel
Illinois Department of Labor
Michael A. Bilandic Building
160 N. LaSalle St., FL-13
Chicago, IL 60601
Yolanda.carrillo@Illinois.gov

PLEASE TAKE NOTICE that on this 3rd day of January, 2020 the undersigned filed the attached Objections and Request for Section 9 Hearing, a copy of which is herewith served upon you.

Respectfully submitted,
Chicago Regional Council of Carpenters

Dated: January 3, 2020

By: /s/ Terrance B. McGann
One of its attorneys

McGann, Ketterman, & Rioux
111 East Wacker Drive, Suite 2600
Chicago, IL 60601
(312) 251-9700



STATE OF ILLINOIS- DEPARTMENT OF LABOR
CONCILIATION/MEDIATION DIVISION
160 N. LASALLE ST. STE. C-1300
CHICAGO, IL 60601

IN THE MATTER OF:)
)
CHICAGO REGIONAL COUNCIL OF)
CARPENTERS) STATE FILE NO.:
)
Petitioners,)
)
vs.)
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MICHAEL D. KLEINIK, DIRECTOR OF)
THE ILLINOIS DEPARTMENT OF)
LABOR and the ILLINOIS)
DEPARTMENT OF LABOR,)
)
Respondents.)

**PETITION FOR RESIDENTIAL CLASSIFICATION AND
REQUEST FOR HEARING UNDER SECTIONS 4 AND 9**

Petitioner, the Chicago Regional Council of Carpenters (“Union”), by and through their attorney, Terrance McGann, of the law firm of McGann, Ketterman, & Rioux, seek to formally petition for a separate classification in the prevailing wage determinations published by the Illinois Department of Labor (“Department”) and request a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act (820 ILCS §§ 130/4, 9) (“Act”). In support, the Carpenters state further:

1. On December 16, 2019 the Department published the Prevailing Wage rates on its website.

2. The prevailing wage rate posted on the Department's website for the carpenter trade only reflects the higher commercial rate and does not reflect the lower residential rate.

3. Separate classifications and wage rates for residential and commercial work are contained in the carpenters' collective bargaining agreements ("CBA"). (Union's CBA with the Residential Construction Employers Council is attached hereto as Exhibit A (See Section 4.1 – Wages)).

4. As part of the Wage determination process under Sections 4 and 9, the Union will continue to submit Prevailing Wage surveys to the Department. These materials will continue to include the wage rates and fringe benefits paid to residential carpenters.

5. The Illinois Administrative Code defines the "prevailing hourly rate of wages" as "the hourly cash wages plus fringe benefits ... most frequently (numerically most occurring), in the county in which the public works is performed, to employees engaged in public works." 56 Ill. Adm. Code 100.22.

6. The Union represents most of the carpenters engaged in public works in the following counties: Boone, Bureau, Carroll, Cook, De Kalb, DuPage, Grundy, Henderson, Henry, Iroquois, Jo Daviess, Kane, Kankakee, Kendall, Lake, La Salle, Lee, Marshall, McHenry, Mercer, Ogle, Putnam, Rock Island, Stark, Stephenson, Whiteside, Will, and Winnebago.

7. Furthermore, under Section 4 of the Act, the prevailing rate of wages and wage classifications for the above counties should be based on the wage classifications set forth in the collective bargaining agreements negotiated by the Union because employers that are signatories to those CBAs "employ at least 30%" of the carpenters in those counties. 820 ILCS 130/4.

8. Section 9 of the Illinois Prevailing Wage Act states: "[I]f the prevailing rate of wages is based on a collective bargaining agreement, the explanation of classes on the prevailing

wage schedule shall be consistent with the classifications established under the collective bargaining agreement.” 820 ILCS 130/9.

WHEREFORE, for the reasons set forth above, the Petitioner, Chicago Regional Council of Carpenters, petitions for the department to establish a residential prevailing wage classification for the carpenter trade and respectfully requests a hearing on this petition pursuant to 820 ILCS § 130/4, 9.

January 3, 2020

Respectfully submitted,

Chicago Regional Council of Carpenters

By: /s/ Terrance B. McGann
One of its attorneys

Terrance B. McGann
McGann, Ketterman, & Rioux
111 East Wacker Drive, Suite 2600
Chicago, IL 60601
(312) 251-9700

Exhibit A

JOINT AGREEMENT

THIS AGREEMENT is effective October 1, 2019, by and between the present and future members of the RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL (RCEC) who assign to such Association the authority to represent them for collective bargaining purposes, together with such other employers who become signatory to this Agreement (referred to herein as "Employer or Employers") and the CHICAGO REGIONAL COUNCIL OF CARPENTERS, for and on behalf of the Local Unions under its jurisdiction in counties in Illinois: Boone, Bureau, Carroll, Cook, De Kalb, DuPage, Grundy, Henderson, Henry, Iroquois, Jo Daviess, Kane, Kankakee, Kendall, Lake, La Salle, Lee, Marshall, McHenry, Mercer, Ogle, Putnam, Rock Island, Stark, Stephenson, Whiteside, Will, Winnebago (hereinafter referred to as the "Union").

This Agreement shall be in full force and effect from October 1, 2019 through September 30, 2024.

NOW THEREFORE, it is hereby agreed as follows:

ARTICLE I BARGAINING UNIT

1.1 This Agreement covers all work performed on a residential structure which is not more than four (4) stories in height including single family residences, apartment buildings, condominiums, and townhouses and for work performed in the remodeling of or on the construction of an addition of such unit. This Agreement shall only apply to structures intended as a personal dwelling, but not any structure maintained by the unit owner or occupant for commercial purposes. A mixed use building shall be regarded as residential as long as the Employer is not performing any work on the commercial portion of the building; in such case, this Agreement shall apply to the residential work. The Bargaining Unit shall consist of all Journeymen, Foremen, Apprentices and Trainees engaged in work at the construction site covered by the occupational jurisdiction of the "UNION", including, but not limited to, the milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials; the handling, erecting, installing and dismantling of machinery and equipment, hydraulic jacking and raising, and the manufacturing of all materials where the skill, knowledge and training of the Employees are required, either through the operation

of machine or hand tools. The Bargaining Unit shall also consist of all Journeymen, Foremen, Apprentices and Trainees engaged in work as Carpenters and Joiners, Millwrights, Pile Drivers; Bridge Dock and Wharf Carpenters, Divers, Underpinners and Timbermen and Core Drillers; Ship Wrights, Boat Builders and Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders, Millmen, Wood and Resilient Floor Layers and Finishers; Carpet Layers, Shinglers, Roofers including those who tear-off, Siders, Insulators, Acoustic and Dry Wall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Workers; Casket and Coffin Makers; Furniture Workers, Reed and Rattan Workers; Shingle Weavers, Box Makers, Railroad Carpenters and Car Buildings and Show, Display and Exhibition Workers and Lathers, scaffolding, overhead sectional doors, regardless of material used; and all those engaged in the operation of wood working or the machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the handling, erecting and installing material on any of the above divisions or sub-divisions; burning, welding, rigging and the use of any instrument or tool for layout work, incidental to the trade. Concrete Forming including but not limited to the following descriptions: complete handling of all lengths, widths, and thickness of dimensional lumber, plywood, preseed board, masonite, transite Styrofoam, rubber, celotex, neoprene, metal, aluminum, steel, plastic, cork, composition board, sono tubes, and all other substitute materials or any pre-made forms, such as, except not limited to, Symons, Symplex, Styrofoam Clamp, Cathead, Jahn clamp and Pencilrod. Any cutting, drilling, modifying, clamping, gluing, welding, burning, stapling, hanging, wiring, nailing, joining, screwing, fastening, assembling, hook up, slinging, and signaling of the above-referenced materials. Any part of the above referenced material used to frame, mold, shape, brace, erect, align, plumb, level, grade, elevations, raising, underpinning, layout work, shoring, staking, bulk heading, expansion joints, scaffolding, all footings, piers, walls, columns, beams, decks, roofs, stairs, floors, slabs, planter boxes pertaining to Concrete Forming. Any handling and installation of imbedded metal, bolts and constructing of templates, the stripping and dismantling of all of the above-referenced materials after concrete is poured in place. Any new product or material that is used to form concrete will be installed and dismantled by Carpenters. When the term "Carpenter and Joiner" is used, it shall mean all the sub-divisions of the Trade. However, the UNION agrees that it will not interfere with existing practices of other unions affiliated with the Building Trades.

RECOGNITION

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

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

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

ARTICLE II UNION SECURITY

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

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

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

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

ARTICLE III SUB-CONTRACTING

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

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

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

3.4 Any EMPLOYER who sublets any of the work coming within the jurisdiction of Carpenters shall assume the obligations of any sub-contractor to the extent of Carpenter labor employed on work under contract with the EMPLOYER for prompt payment of Employee's Wages, Health and Welfare, Pension and Supplemental Retirement Fund and Apprentice Training Contributions, including reasonable attorney's fees incurred in enforcing the provisions hereof, provided the sub-contractor is not bonded as provided in Article XV hereof. The UNION will, upon written request, furnish written certification to any EMPLOYER as to whether a subcontractor is adequately bonded including expiration date of bond, and that wages and payments to Health and Welfare, Pension and Supplemental Retirement Fund and Apprentice Contributions are current. If the Employees are withdrawn from any job in order to collect contributions to the Carpenters' Health and Welfare, Pension and Supplemental Retirement Fund and Apprentice Training Program, the

Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days' notice of the intention to remove Employees from the job is given to the EMPLOYER and the sub-contractor by the UNION by registered mail.

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

3.6 In addition to the financial obligations set forth in this Article, an Employer who violates its subcontracting duties shall pay a penalty of \$500 to the Union for each specific subcontractor found to be in violation of this Article as set forth in an audit of the Employer. For purposes of this provision, not more than one "violation" shall be deemed to have occurred for each subcontractor for each audit conducted. (This provision is subject to the Settlement of Disputes provision.)

3.7 The Regional Council shall maintain a list of contractors who are signatory to an agreement with the Regional Council. This list shall be available via a website.

ARTICLE IV

WAGES

4.1 The rate of wages shall be as follows:

Effective October 1, 2019 - \$1.50 per hour increase to wages-\$73.06

Effective October 1, 2020 - \$1.50 per hour increase to wage-\$74.56

Effective October 1, 2021 -3 % increase per hour to be allocated by the Union-\$76.80

Effective October 1, 2022 - 3% increase per hour to be allocated by the Union-\$79.10

Effective October 1, 2023 - 3% increase to be allocated by the Union-\$81.47

The allocation among the wages and any other contributions shall be at the discretion of the Executive Committee of the UNION. The UNION may alter the allocation among wages and fringe benefits at any time provided fourteen (14) days written notice is provided to the EMPLOYERS.

SHOW UP TIME

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

MINIMUM HOURS AFTER WORK COMMENCED

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

ARTICLE V

PAY DAY

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

PAY ON TERMINATION OF EMPLOYMENT

5.2 (a) Involuntary Dismissal

BY DISCHARGE

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

BY LAY-OFF

When an Employee is laid off due to lack of work, he/she shall be paid immediately all wages due to date, and shall receive at least one (1) hour notice prior to 3:30 p.m. In the event such notice is not given, the EMPLOYER shall pay one (1) hour of wages in addition to all wages due him/her. However, when the one (1) hour penalty is in effect, then in that event the one (1) hour wages shall be mailed to the home of the Employee within a twenty-four (24) hour period. If the Employee is not paid on the job at the time he/she is laid off, the Employee shall be paid four (4) hours of additional pay all of which shall be included in the last pay check.

(b) Voluntary Termination of Employment

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

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

5.4 (a) Employees required to work on or with any materials that are treated with any creosote materials, or acid that may cause rashes, burns, or toxic reaction, or are required to wear any type of special breathing apparatus as protection against inhalation of noxious gas or dust, shall not receive less than twenty-five cents (\$0.25) per hour above the applicable rate of journeyman's pay.

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

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

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

ARTICLE VI HOURS OF LABOR

6.1 (a) Eight (8) hours shall constitute a regular day's work, Monday through Friday, beginning at 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 lunch period may be adjusted at the EMPLOYER'S option during placement of concrete only, in any one-half (1/2) hour period between 12:00 Noon and 1:00 p.m.

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.

(c) Optional Four Ten-Hour Work Days:

Section 1. After providing written notice to the Executive Secretary Treasurer of the Regional Council, a work week consisting of four (4) ten (10) hour days may be utilized on a project. Written notice must be provided by the Employer to the Executive Secretary Treasurer of the Regional Council on a form supplied by the Regional Council.

Section 2. The work day shall consist of ten (10) hours worked between the hours of seven o'clock (7:00) a.m. and five thirty (5:30) p.m., including lunch.

Section 3. The work week shall consist of four (4) ten (10) hour days commencing at seven o'clock (7:00) a.m. Monday and ending at five thirty (5:30) p.m. Thursday.

Section 4. All hours worked in excess of ten (10) hours per day, Monday through Thursday shall be paid at the rate of double the regular rate of pay.

Section 5. In the event that weather conditions prevent work from being performed on a regular work day, then Friday shall be considered a regular work day at the straight time rate of pay. The Employer shall comply with the same procedures as set forth in Article 37. If Friday is worked as a make-up day, then the first eight (8) hours performed on Saturday will be paid at the time and one-half (1½) rate of pay and all other hours shall be paid at double time. The Friday make-up day shall not apply to any Friday celebrated as a holiday. An Employer must receive approval from the Executive Secretary Treasurer of the Regional Council prior to using Saturday as a make-up day.

Section 6. In the event that the regular four (4) ten (10) hour days are worked and an Employer wants to work Friday, then the first eight (8) hours worked on Friday shall be paid at the rate of one and one half (1½) the regular rate of pay. All other hours worked after eight (8) hours on a Friday shall be paid at a rate of double time. In such case, any time worked on Saturday shall be paid at the double time rate of pay.

Section 7. Sundays and Holidays shall be paid at the double time rate of pay.

Section 8. When Employees are required to work beyond ten (10) hours per day, they shall receive an additional lunch period.

Section 9. Article 10 shall apply to the terms of this provision.

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

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

When the holiday falls on Saturday, it shall be celebrated on Friday and Saturday unless previously designated as another day. When the holiday falls on Sunday, it shall be celebrated on Monday unless previously designated as another day. Any work performed on Sunday or these holidays (or days celebrated as such) shall be compensated at double time.

6.3 Overtime shall be paid for work done before and after the regular work day or the adjusted work day as defined above, except where shift work has been approved. Work performed between 7:00 a.m. and 3:30 p.m. on Saturday or during the first eight (8) hours of an approved adjusted work day on Saturday shall be paid at the rate of time and one-half (1-1/2). Overtime pay for work performed after 3:30 p.m. on Saturday or after the first eight (8) hours of an approved adjusted work day on Saturday and the start of the regular or adjusted work day on Monday, shall be paid at the rate of double time. In the event that there is more than one (1) shift of work on Saturday, overtime pay for all hours of work on Saturday shall be paid at the rate of double time.

6.4 The first two (2) hours of overtime work after working a regular eight (8) hour work day or an approved adjusted work day, Monday through Friday, shall be paid for at the rate of time and one-half (1-1/2) and shall not be mandatory but shall be at the option of the Employee. All other overtime shall be paid for at the rate of double time. At the discretion of the EMPLOYER, overtime will be permitted for work as required for emergencies such as for the protection of life or property, weather protection, completion of work caused by breakdown of deliveries or failures in concrete form work. In all other cases, overtime work shall require permission of the Business Representative of the Region or the Council, for each such case.

6.5 All Employees shall be given time in which to gather their tools prior to quitting time.

6.6 The hours of work for which an Employee shall receive pay shall commence and terminate at the facility provided for Carpenters to change their clothes, provided however, that said facility is at ground level. In the event that such facility is other than at ground level, "time" shall commence and terminate at ground level.

6.7 When an Employee is directed either expressly or impliedly to go from one jobsite to another, the Employee shall be paid for all time spent in traveling from the initial site to any other site.

6.8 Employees who are required to work during the regularly defined lunch hour period shall eat not later than one (1) hour after the normal lunch period.

6.9 If an Employee covered by this Agreement sustains an accidental injury arising out of his/her employment which requires immediate medical care off the premises, during working hours, such Employee shall be paid regular wages for the time necessarily spent in going to a physician's office, medical center or hospital, as well as the time required to return to the jobsite. Except in unusual circumstances, this provision shall be effective only on the date of the injury, unless subsequent visits during working hours are required by the EMPLOYER'S physicians. When it is necessary for an Employee to be taken to a hospital immediately following an injury, the Employee shall be taken to the hospital nearest to the jobsite at the EMPLOYER'S expense.

6.10 Safe and adequate transportation from a jobsite following an injury other than for a minor injury, shall be furnished by the EMPLOYER. The Job Steward shall be notified of all such injuries. If the Steward determines that someone must accompany the injured Employee to the hospital, medical center, physician's office, or Employee's home, the EMPLOYER shall select such person, who shall be compensated at his regular rate for such services. However, nothing contained in this Section 6.9 and Section 6.10 shall prevent an EMPLOYER from discharging an Employee for adequate cause.

In the event an Employee is injured in the course of his/her employment, the Employee shall not be dismissed from such employment because of injury, nor shall the Employee be dismissed during the period of medical care required by said injury, unless there is no work available with his EMPLOYER of which the Employee is capable to perform, or unless dismissal is due to conditions beyond the control of the EMPLOYER.

TRANSPORTATION

6.11 An Employee who is required to travel to a jobsite shall be reimbursed for lodging when required to remain away from home overnight. The expense allowance for lodging for each

night shall be the greater of fifty dollars (\$50) per night or the amount set forth in the IRS guidelines for overnight lodging.

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

6.13 On all jobs where the Employees are required to use Employer transportation to the jobsite, wages shall commence at the designated starting time.

ARTICLE VII SHIFT WORK

7.1 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) site, except with UNION permission.

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

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

- (1) The First Shift shall start at 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.

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

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

7.6 All Employees working between the hours of 7:00 a.m. Saturday and 7:00 a.m. Monday shall be paid wages at the rate of double time. All approved shifts falling entirely on Saturday shall be paid at the rate of time and one-half. All approved shifts falling entirely on Sunday shall be paid at the rate of double time.

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

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

7.9 In the event that Davis Bacon/prevaling 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. 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 be paid under the shift work provision contained in Section 7.3(4). Any and all work in excess of seven (7) hours under 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.

ARTICLE VIII

INSURANCE

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

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

ARTICLE IX
SAFETY

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

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

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

ARTICLE X
JOB STEWARD

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

(1) The UNION requires that a Steward must fully protect the interest of the UNION.

(2) The EMPLOYER requires that the Steward be a Carpenter who can efficiently perform his/her duties as a Carpenter and who will not disrupt the job unnecessarily in discharging his/her duties as a Steward.

(3) To meet the two basic principles agreed to by the parties, it is further agreed:

(a) The Job Steward shall be a working Carpenter;

(b) The Steward shall be selected by the Business Representative of the UNION;

- (c) In selecting a Steward, preference shall be given to UNION Members presently employed in the Bargaining Unit of the EMPLOYER on the specific site, provided, however, that if, in the judgment of the Business Representative, no presently employed UNION Member is competent to act as Steward, the Steward shall be selected from outside the Bargaining Unit;
- (d) The UNION shall have the right to replace any Steward at any time;
- (e) So long as he is competent to perform the work to be done on the job, the Steward shall be the last Carpenter laid off, except for the Foreman. Any Steward selected from within the bargaining unit shall be deemed competent. When a Steward is selected from outside the Bargaining Unit, the Employer shall have up to three (3) days to assess the Steward's competence and, may terminate the Steward within these three days if he or she is deemed by the Employer to be not competent to perform the work. After the three (3) days, the Steward shall be deemed competent.
- (f) These provisions shall not apply to the work of Pile Driving where the work is performed by a small crew. In the Pile Driving crew, one (1) in the crew shall be designated by the Business Representative as a Steward;
- (g) A Millwright Steward shall be appointed by the Millwright Business Representative on any job where Millwright work is being performed.
- (h) If there is any dispute as to any of the Sections or Sub-Sections of this Article, the provisions of Article XVIII will apply.

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

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

He shall not have the authority to:

- (1) Adjust violations of the Collective Bargaining Agreement;
 - (2) Collect any money due the UNION from any person or applicant for membership or any other person.
- 10.3 Whenever one (1) or more Carpenters are required to work overtime, one (1) of their numbers shall be the regularly designated Steward, or someone designated by him.

ARTICLE XI

FOREMEN

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

(a) In the case of a Foreman who directs up to four (4) carpenters, the Foreman wage shall be two dollars (\$2.00) per hour above the rate of wages for a journeyman.

(b) In the case of a Foreman who directs five (5) or more carpenters, the Foreman wage shall be two dollars and fifty cents (\$2.50) per hour above the rate of wages for a journeyman.

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

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

ARTICLE XII

HEALTH AND WELFARE FUND

12.1 Unless otherwise directed herein, each EMPLOYER shall pay into the Chicago Regional Council of Carpenters Welfare Fund (hereinafter referred to as "Health and Welfare Fund") an amount per hour for each hour worked for an EMPLOYER during each calendar month by all of its Employees who are covered by this Agreement in amounts determined and allocated by the Executive Committee of the UNION.

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

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

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

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

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

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

12.8 The EMPLOYER may make contributions for all hours worked by Superintendents and other management personnel for whom contributions to the Health and Welfare Fund were heretofore made when such individuals were employed as journeymen Carpenters. Such

contributions shall be made in a monthly amount equal to at least one hundred and sixty (160) times the hourly contribution rate specified in this Article.

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

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

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

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

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

ARTICLE XIII

PENSION FUND AND SUPPLEMENTAL RETIREMENT FUND

13.1 Unless otherwise directed herein, each EMPLOYER shall pay into the Chicago Regional Council of Carpenters Pension Fund and the Supplemental Retirement Fund an amount per hour for all Employees who are covered by this Agreement in amounts determined and allocated by the Executive Committee of the UNION.

13.2 The EMPLOYER agrees to be bound by the Agreements and Declarations of Trust establishing the Chicago Regional Council of Carpenters Pension Fund and the Supplemental Retirement Fund and by any present and future amendments thereto and irrevocably designates as his representative on the Board of Trustees such Trustees as are named in said Agreement and Declaration of Trust, as EMPLOYER Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as it may be amended from time to time, and agrees to be bound by all action taken by said EMPLOYER Trustees pursuant to the said Agreement and Declaration of Trust as amended from time to time.

13.3 The said Pension Fund and the Supplemental Retirement Fund are and shall continue to be administered by an equal number of representatives of the EMPLOYERS and of the UNION pursuant to the Agreements and Declarations 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 Declarations of Trust. Said Agreements and Declarations of Trust and any present and future amendments thereto are made a part of the Agreements as if set forth herein at length.

13.4 The EMPLOYER shall furnish the Trustees which 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 and Supplemental Retirement Fund.

13.5 The EMPLOYER representatives serving as Trustees, with their successors selected in the manner provided by the Agreements and Declarations of Trust, shall represent all EMPLOYERS in the administration of the Pension Fund and Supplemental Retirement Fund.

13.6 The EMPLOYER may make contributions for all hours worked by Superintendents and other management personnel for whom contributions to the Pension Fund and Supplemental Retirement Fund were heretofore made when such individuals were employed as journeymen

Carpenters. Such contributions shall be made in a monthly amount equal to at least one hundred and sixty (160) times the hourly contribution rate specified in this Article.

13.7 Failure of any EMPLOYER after reasonable written notice by the Administrative Fund office to furnish reports, pay contributions or comply with the rules and regulations formulated and promulgated by the Trustees of the Chicago Regional Council of Carpenters Pension Fund and the Supplemental Retirement Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement and shall subject this Agreement to cancellation as to such EMPLOYER.

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

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

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

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

ARTICLE XIV
TRAINING FUND

14.1 Unless otherwise directed herein, each EMPLOYER shall pay into the Chicago Regional Council of Carpenters Apprentice Training Fund an amount per hour for each hour worked for an EMPLOYER during each calendar month by all Employees who are covered under this Agreement in amounts determined and allocated by the Executive Committee of the UNION.

14.2 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 thereto and irrevocably designates as his representative on the Board of Trustees such Trustees as are named in said Agreement and Declaration of Trust, as EMPLOYER Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as it may be amended from time to time, and agrees to be bound by all action taken by said EMPLOYER Trustees pursuant to the said Agreement and Declaration of Trust as amended from time to time.

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

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

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

14.6 The EMPLOYER may make contributions for all hours worked by Superintendents and other management personnel for whom contributions to the Training Fund were heretofore made when such individuals were employed as journeymen Carpenters. Such contributions shall be made

in a monthly amount equal to at least one hundred and sixty (160) times the hourly contribution rate specified in this Article.

14.7 Failure of any EMPLOYER after reasonable written notice by the Administrative Fund Office to furnish reports, pay contributions or comply with the rules and regulations formulated and promulgated by the Trustees of the Chicago Regional Council of Carpenters Apprentice 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.

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

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

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

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

ARTICLE XV

BONDING

15.1 Each EMPLOYER signatory to this Agreement agrees at the time of execution of this Agreement the EMPLOYER shall have procured a cash bond or Surety Bond in the Principal sum as indicated below. Such Bond shall be written by an insurance carrier authorized, licensed, or permitted to do business in the State of Illinois. The surety bond and/or cash bond shall be payable to the UNION as Trustee for the benefit of Employees employed by the EMPLOYER and for those acting on the Employees' behalf to ensure prompt payment of wages and contributions to the Health and Welfare, Pension, Supplemental Retirement Fund 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.

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

15.3 The President of the UNION, at his sole discretion, may increase the principal amount of the bond of any EMPLOYER to an amount not to exceed \$100,000.00. This Article shall not be subject to the Settlement of Disputes provisions.

15.4 The EMPLOYER may satisfy its obligations under Article 15 by securing a letter of credit from any bank on a form letter of credit substantially in the form approved by the Union and the Employer Association. The letter of credit must extend for a period of a minimum of 180

days following the expiration of this Agreement. All other terms of Article 15 shall apply to the letter of credit.

ARTICLE XVI

TOOLS

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

16.2 The EMPLOYER shall also provide a safe and secure place, on the job, for the storage of tools, shoes and clothing, both during and after working hours, however, the EMPLOYER shall replace or pay for the loss of any tools, shoes, clothing, but in no event shall the EMPLOYER pay more than Five Hundred Dollars (\$500) for each Employee. On the request of the EMPLOYER it shall be the responsibility of the Employee, when storing tools, to furnish a list of tools and indicate the estimated value of such tools on forms supplied by the EMPLOYER. A duplicate copy of said list shall be given to the Employee signed by Management.

16.3 The EMPLOYER shall furnish and make available at the jobsite all equipment generally and customarily used to sharpen the various tools used by Employees hereunder, but not including hand saws. Except for hand saws, sharpening of his/her own tools shall be the choice of the Employee at all times although Employee may, if he/she chooses, permit his/her tools to be sharpened other than at the jobsite by and at the expense of the EMPLOYER. Employees may sharpen tools during working hours, and the time thereby used shall be considered time worked. Hand saws may be sharpened other than at the jobsite and at the expense of the EMPLOYER. Any automatic equipment provided by the EMPLOYER on the jobsite for the purpose of sharpening tools, (e.g., Foley Filer), shall be operated by a member of the Bargaining Unit.

ARTICLE XVII

APPRENTICES

17.1 The EMPLOYER may employ one (1) apprentice for each journeyman Carpenter employed by the company, however, the EMPLOYER shall not employ more than one-half (1/2) apprentices on a single jobsite.

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

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

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

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

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

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

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

17.9 (a) Subject to the provision of paragraph (b), an EMPLOYER who regularly employs apprentices shall be eligible to hire, anywhere in geographical area of the Council, individuals whose names appear on the then current list maintained by the Apprentice Coordinator

of individuals who have applied for admission into the Apprenticeship Program and passed the general aptitude test but who have not as yet begun attending classes. An EMPLOYER may hire such Employees for a period not to exceed three (3) months or upon entry into the apprentice program, whichever comes first. For the purposes of determining the apprentice ratio Employees hired under the provision of this provision shall be considered to be apprentices.

(b) The provision of Paragraphs (a) and (c) shall be in effect only for Residential Work, as defined, and only during months during which fewer than 7.5% of the apprentices enrolled in the apprenticeship program are unemployed, as certified by the Apprentice Coordinator.

(c) As to the Employees hired under the provision of this Section the EMPLOYER shall pay wages in an amount equal to that of first year apprentices but shall otherwise be exempt from the requirements of Sections 12.1, 13.1, 14.1 and 20.18(I). Hours worked by individuals employed under this Section shall be reported monthly on a special form developed by the Council.

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

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

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

ARTICLE XVIII

SETTLEMENT OF DISPUTES

18.1 Except as provided in Articles 12, 13, 14, 15, 27, 28, 33, and 34, 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) days of written request. Failure of the EMPLOYER to timely provide such information shall be deemed an

admission of the UNION or Employee's claim. This limitation period will only be extended by mutual agreement between the UNION and the EMPLOYER, and the UNION agrees that requests for extensions will not be unreasonably denied. Disputes must be raised within thirty (30) days of the date the Employee or the EMPLOYER become aware of the event, 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, but in no event shall a grievance be filed later than six (6) months after the date of the event giving rise to the grievance. A representative of the UNION is defined as any elected Regional Council officer or any appointed Business Representative.

18.2 In the event that the dispute is not resolved within seven (7) days after the parties' first meeting, the matter shall proceed to arbitration. The parties shall first attempt to agree upon the appointment of an arbitrator to decide the dispute. In the event that the parties are unable to agree upon an arbitrator, a request for a list of seven (7) arbitrators will be made to Federal Mediation and Conciliation Services. All members of the panel must be members of the National Academy of Arbitrators. Upon receipt of the list of arbitrators, the parties shall proceed to cross off the names of arbitrators until a single arbitrator remains who will be appointed to decide the dispute. The grievant shall be the first party to cross off an arbitrator from the list followed by the charged party. Each party has the right to reject one complete panel.

18.3 The arbitrator shall be encouraged to begin the hearing not later than thirty (30) days after the date of referral, or as soon as practicable thereafter. 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 or on such other date as the arbitrator may determine. The Arbitrator shall be encouraged to issue a written decision and findings fourteen (14) calendar days after the completion of the arbitration hearing or the submission of briefs. This limitation period may only be extended by mutual written agreement of the UNION and EMPLOYER.

18.4 The UNION shall notify the Arbitrator of his/her selection and shall simultaneously notify the EMPLOYER and the RCEC of the selection. Upon submission of the grievance, the Arbitrator shall be requested to advise both parties promptly as to his earliest available hearing date. If the Arbitrator cannot be available for a hearing within sixty (60) days or

reasonably soon thereafter, the parties may agree to request another panel of arbitrators from FMCS. 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, slowdowns or withdrawal of men by the UNION while the dispute is being processed through this procedure.

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

18.6 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. This provision shall not apply when the EMPLOYER maintains a timely filed lawsuit to vacate the decision of the Arbitrator.

18.7 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.

18.8 Any procedures for arbitration not set forth in this Agreement shall be subject to the mutual agreement of the UNION and RCEC or between the UNION and the EMPLOYER. The UNION agrees to furnish RCEC copies of all requests for arbitration simultaneously with any request sent to the arbitrator. In addition, the UNION shall notify the RCEC of hearing dates at least ten (10) days in advance of the hearing and will provide the RCEC with a copy of the decision. The UNION'S failure to provide notices and the arbitration decision as required in this Article shall preclude the UNION from applying any award to any EMPLOYER and shall preclude the UNION from introducing such award in any future arbitration proceeding for any purpose.

ARTICLE XIX

USE OF MACHINERY, TOOLS AND FACTORY MADE PRODUCTS

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

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

ARTICLE XX

MISCELLANEOUS PROVISIONS

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

- (1) Formation of partnerships;
- (2) Termination of business;
- (3) Changes of name commonly used in business operation;
- (4) Change in form of business organization;
- (5) Incorporation of business;
- (6) Dissolution of corporation;
- (7) Name and business organization of successor;

(8) Admission to or withdrawal from any association operating as a multi-employer bargaining agent.

- (9) Name and identity of any parent company, subsidiary company or division.

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

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

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

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

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

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

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

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

20.5 The EMPLOYER further agrees upon request of the Council to provide copies of payroll checks prior to their being delivered to any Employee to the business representative by facsimile or delivered to his office.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) An EMPLOYER shall make contributions to the fringe benefit funds for each hour worked under this Agreement by Employees, including Employees on permit. Employees working under a permit issued in accordance with this Sub-section 20.18 shall receive wages at no less than the rate of pay of a first year apprentice.

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

- (1) The EMPLOYER regularly employs apprentices or trainees; and
- (2) The EMPLOYER notifies the UNION of the name, address, phone number, if available, and social security number of each Employee for whom a permit is requested under this sub-section; and
- (3) The established permit fee is submitted to the UNION.

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

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

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

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

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

ARTICLE XXI

MOST FAVORED NATIONS

21.1 (a) In no event shall any EMPLOYER be required to pay higher wage rates or be subject to more unfavorable wage rates, fringe benefit contribution rates or the contract terms in Articles 4.1 (Wages), 6 (Hours of Labor), 11.1 (Foremen), 15 (Bonding) and 17 (Apprentices) as set forth in this Agreement, than those agreed to by the UNION in any Collective Bargaining Agreement with any other construction industry employer in the designated geographical area of this Agreement. All other contract terms supersede all other Agreements in the geographical area of this Agreement and are not relevant to this Most Favored Nations provision. In no event, shall wage rates contract

terms, or work rules granted any sub-trade (including sub-trades whether or not dealt with in Articles I, XXII, XXIII, XXIV and XXV) be applied to general carpentry or any other sub-trade. However, all EMPLOYERS operating within a sub-trade shall have the benefit of this provision within that sub-trade. This paragraph shall not apply to the terms and conditions of any national or international agreement, nor the terms and conditions of any contract involving shop, stair shops, in-plant, industrial, municipal, factory, millmen, component parts, maintenance agreements, project labor agreements, CEDA and such other similar governmentally funded community programs and government agreements, nor to the terms and conditions in effect for the first one hundred and eighty (180) days of an Agreement with an EMPLOYER who had not been bound to an agreement with the UNION during the prior twelve (12) month period. (Agreements lasting more than one hundred and eighty (180) days must be approved by the Labor-Management Committee established under this Article.)

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

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

(d) Notwithstanding anything to the contrary above in this Article XXI, the terms and conditions of any Amendment which results from the application of or pursuant to Article XXXI of this Agreement (or any counterpart thereof in any other Agreement with the UNION) shall not be

subject to the prior sub-sections of this Article XXI except as may be specifically provided in such Amendment(s).

(e) The Most Favored Nations Provision shall only apply to work performed in the following counties: Cook, DuPage, Grundy, Kane, Kendall, Lake, and McHenry. The Most Favored Nations shall not apply to work performed in the following counties: Boone, Bureau, Carroll, De Kalb, Henderson, Henry, Iroquois, Jo Daviess, Kankakee, La Salle, Lee, Marshall, Mercer, Ogle, Putnam, Rock Island, Stark, Stephenson, Whiteside, Will and Winnebago.

ARTICLE XXII

[Reserved]

ARTICLE XXIII

[Reserved]

ARTICLE XXIV

SHINGLING, SIDING AND INSULATING MECHANICS — GENERAL

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

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

CLAIMS AND JURISDICTION OF THE SHINGLING MECHANICS

24.3 All asphalt, wood, plastic, metal or composition roofing applied to and removed from (e.g. "tear-offs) any and every type of roof shall be the work of the shingler.

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

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

pitch less than eight-twelfths (8/12ths) shall require sufficient roof jacks and staging or planks to provide safe working conditions.

CLAIMS AND JURISDICTION OF THE SIDING MECHANIC

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

CLAIMS AND JURISDICTION OF THE INSULATING MECHANIC

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

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

ARTICLE XXV

INSTALLERS OF FLOOR AND WALL PRODUCTS

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

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

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

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

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

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

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

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

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

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

ARTICLE XXVI

LATHERS — SCOPE OF WORK

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

It shall have jurisdiction over the following work: handling, erecting, installing and welding of all light iron construction, furring, making and erecting of brackets, clips and hangers; wood, wire

and metal lath; plasterboard or other material which takes the place of same to which plastic or acoustical material is adhered; corner beads; all floor construction; arches erected for the purposes of holding plaster, cement, concrete, or any other plastic or acoustical material.

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

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

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

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

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

26.7 All other work hereafter awarded to Lathers.

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

ROCK LATH

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

LATHER TERRITORIAL JURISDICTION

26.10 The recognized territorial jurisdiction of Chicago Regional Council of Carpenters shall be established by the United Brotherhood of Carpenters and Joiners of America which is as follows:

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

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

ARTICLE XXVII

DUES CHECK-OFF

27.1 It is agreed by the parties that by written notice to the EMPLOYER, a Union Dues Check-Off shall be required to the extent permitted by law. The EMPLOYER shall deduct current UNION dues as certified by the UNION from the pay of each Employee who furnishes him with a signed and valid "Check-Off Authorization Form." This amount shall be set by the UNION. A change in this amount will be communicated in writing by the UNION.

The UNION shall indemnify, defend, and save the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability including the payment of costs and reasonable fees of Attorney that shall arise out of or by reason of action taken, or not taken by the EMPLOYER for the purpose of complying with any provision of this Article, or in reliance upon any lists,

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

ARTICLE XXVIII

INDUSTRY ADVANCEMENT FUND

28.1 Each EMPLOYER shall contribute six cents (\$0.06) for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement to the Residential Construction Employers Council Industry Advancement Fund. Inasmuch as the existence and utilization of the Industry Fund should result in increased construction and greater job opportunities the UNION agrees to cooperate in assuring that the contributions required by this Article are, in fact, made by EMPLOYERS bound by this Agreement.

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

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

ARTICLE XXIX

[Reserved]

ARTICLE XXX

[Reserved]

ARTICLE XXXI

[Reserved]

ARTICLE XXXII

SUBSTANCE ABUSE AND RECOVERY PROGRAM

32.1 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.

32.2 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 owned, leased or used by the EMPLOYER. Construction job sites for which the EMPLOYER 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.

32.3 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 EMPLOYER 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.

32.4 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 termination.

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 EMPLOYER will consult with an Employee's physician to determine if a re-assignment of duties is necessary. The EMPLOYER 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.

32.5 Drug/Alcohol Testing

The parties to this policy and program agree that the company may conduct drug and alcohol 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.

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 EMPLOYER will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or the 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 EMPLOYER will bear the costs of all testing procedures.

32.6 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/she may have a substance abuse problem, the company will assist the Employee to enroll in the Member Assistance Program (MAP) for that 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 (1) year. A positive test will result in disciplinary action as previously outlined in this policy and program.

32.7 Random Drug Testing Policy and Procedure

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.

(h) 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 XXXIII
UNITED BROTHERHOOD OF CARPENTERS
NATIONAL FUNDS

33.1 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 20th day of the month following the month of when the work was performed.

The EMPLOYER hereby also agrees to be bound by the Agreement and Declaration of Trust for the Training Fund as now stated or as later restated or amended and to such rules, regulations and other governing documents adopted pursuant to the Trust. Upon request, the EMPLOYER may receive the latest annual report prepared for the Training Fund.

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

ARTICLE XXXIV
LABOR/MANAGEMENT UNION CARPENTRY
COOPERATION PROMOTION FUND

34.1 The parties hereby establish a Labor/Management Union Carpentry Cooperation Promotion Fund to enhance the use of Union Carpentry Construction to increase opportunities for UNION members and signatory EMPLOYERS. This Fund shall be collected by the fringe benefit offices affiliated with the Chicago 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 allocated increases, each EMPLOYER shall contribute twenty-five cents (\$0.25) for each hour of work performed by Employees covered by this Agreement to the Labor Management Union Carpentry Cooperation Fund ("Fund") subject to the following requirements. The UNION and the Association agree that an Advisory Board appointed by the Association shall make recommendations to the Association Trustee concerning distributions from the Carpentry Advancement Fund and to amend the Trust Agreement to allow the following items:

- (a) The amounts contributed to the Fund under this provision shall be segregated from the contributions submitted at a different hourly contribution rate and made to a separate account which will receive the twenty-five cents (\$0.25) contributions. The account shall be referred to as the "Carpentry Advancement Fund".

- (b) The UNION shall appoint a representative to investigate potential allocations of funds from the Carpentry Advancement Fund.
- (c) The Association or the UNION may terminate participation in the Carpentry Advancement Fund with thirty (30) days written notice to the President of the UNION or the Chairman of the Association Bargaining Committee. In the event that the Association or the UNION terminate participation, the twenty-five cents (\$0.25) shall be allocated at the UNION'S discretion.

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

ARTICLE XXXV

INTERIOR CUSTOMER SERVICE

35.1 Notwithstanding the provisions of 6.3, wages on such occupied residential units between 7:00 A.M. and 3:30 P.M. on Saturday shall be paid at the rate of straight time. Overtime pay for work performed after 4:30 P.M. on Saturday or after the first eight (8) hours of an approved adjusted work day on Monday, shall be paid at the rate of double time. In the event that there is more than one (1) shift of work on Saturday shall be paid at the rate of double time.

35.2 This Section shall apply only to Interior Customer Service Work performed within one (1) year of the date of initial occupancy to correct or repair defects in the construction of such residential units. This Section shall not apply to any remodeling of or additions to a unit.

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

35.4 The provisions of this Section shall not apply to any hours of work performed by an Employee for the EMPLOYER in excess of forty (40) hours during the week in which the Interior Customer Service Work is performed.

ARTICLE XXXVI
STANDING COMMITTEE

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

36.2 The Standing Committee may meet not less than once each quarter.

ARTICLE XXXVII
SATURDAY MAKE-UP DAY

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

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

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

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

(d) An EMPLOYER making use of the Saturday Make-Up Day shall report, on a form developed by the UNION and Association Committees, by jobsite, the names of the Carpenters

employed on the Saturday Make-Up Day and the number of hours worked by each Carpenter. This report shall be sent to the Council by fax, no later than Wednesday following the Saturday on which the Saturday Make-Up Day was worked.

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

ARTICLE XXXVIII

SAVINGS CLAUSE

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

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

ARTICLE XXXIX

COMMERCIAL WORK

39.1 All carpentry work on a non-residential jobsite shall be performed under the terms and conditions of the Area Agreement negotiated by the Chicago Regional Council of Carpenters in the geographical jurisdiction in which the non-residential carpentry work is performed.

ARTICLE XL

RIGHT OF REVIEW

40.1 The Employer Association shall notify the Union in writing of any person or entity intending to assign its collective bargaining rights to the Employer Association.

40.2 Upon such written notification, the Union shall have thirty (30) calendar days to decide whether the person or entity shall be subject to Section 15.3. The Union shall notify the Employer Association in writing of the Union's decision and the reasons thereof.

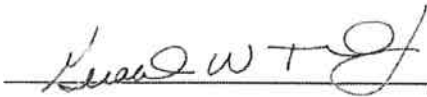
40.3 In the event the person or entity seeking to assign its collective bargaining rights to the Employer Association is subject to Section 15.3, the person or entity shall obtain the proper bond or letter of credit before assigning its collective bargaining rights.

CHICAGO REGIONAL COUNCIL OF CARPENTERS



Gary Perinar, Executive Secretary Treasurer

RESIDENTIAL CONSTRUCTION EMPLOYERS COUNCIL



Gerry W. Thiel, Jr., Negotiating Chairman RCEC

**GENERAL WORKING RULES APPLICABLE TO RESIDENTIAL
SHINGLING, SIDING, INSULATING AND DRYWALL MECHANICS**

1. These working rules shall only apply to the shingling, siding, insulating and drywall industry on residential jobsites as defined in Section 1.1 of the RCEC Area Agreement. The jurisdiction of the shingling, siding, insulating and drywall industry is as set forth in Article I of the RCEC Area Agreement and Article XXIV.

2. The EMPLOYER shall notify the UNION of all new hires doing bargaining unit work within seven (7) days of employment on a form provided by the UNION. In the absence of a Job Steward, the EMPLOYER also agrees to advise the Employee of the provisions of Article II of the RCEC Area Agreement. The EMPLOYER must use the form designated by the UNION to comply with this provision. An EMPLOYER who fails to abide by this provision must pay the UNION a penalty of five hundred dollars (\$500) for each such individual offense.

3. All new hires not classified by the Apprentice and Training Program who will be doing bargaining unit work must be referred to the Apprentice and Training Program on a form designated by the UNION for classification prior to the commencement of any bargaining unit work. An EMPLOYER who fails to abide by this provision must pay the UNION a penalty of five hundred dollars (\$500) for each such individual offense and pay the Employee at the wage rate of a journeyman.

4. Uniform daily time sheets, as designated by the Labor-Management Standing Committee, must be kept for each Employee and shall be filled out in triplicate and signed by both the Employee and the EMPLOYER. Failure to provide the uniform daily time sheets to the Council, upon 48 hours written notice by the President of the Council to the EMPLOYER, may result in the UNION withdrawing all individuals performing bargaining unit work for such EMPLOYER. If an Employee fails to complete the daily time sheet, or to sign it, the Employee is subject to termination of employment.

5. A Shop Steward shall be employed by each EMPLOYER. The Shop Steward shall be selected by the Business Representative of the UNION from within the bargaining unit of the EMPLOYER. In the event that the Shop Steward is terminated, and an arbitrator awards the Shop

Steward back pay in the course of the grievance procedure, there shall be no mitigation of damages, including back pay, in calculating the Shop Steward's award.

6. Each Employee is required to furnish for his individual use only, all of those hand tools customarily required to perform his/her duties.

7. All Employees engaged in bargaining unit work covered by these General Working Rules shall maintain a photographic identification card designated and provided by the UNION. An Employee shall produce such photographic identification card at the request of the UNION. Any Employee not providing this card could be removed from the jobsite until such time as the Employee may produce such card to the UNION.

8. A Labor Management Standing Committee shall be established for each of the residential shingling, siding, insulating and drywall industries. These four (4) Committees shall be composed of three (3) members selected by the UNION and three members selected by the Association. These Committees shall meet quarterly or at any time mutually agreed upon.

WORKING RULES OF THE RESIDENTIAL ROOFING INDUSTRY

1. The Apprentice ratio shall be based on the total bargaining unit of Employees of an EMPLOYER. In the Residential Roofing Industry, an EMPLOYER may employ four (4) apprentices for each one (1) journeyman working.

2. The provisions of Section 37, (Saturday Make-up Day) shall apply year-round for the residential roofing industry.

3. All provisions of Article IV (Hours of Labor) are applicable with the exception of the starting and stopping hours. At the sole discretion of the Employee for reasons of adverse weather conditions, such as extreme temperature, rain, wind, snow or ice, roofing mechanics shall be permitted adjustable hours whereby they may commence work at any time after sun-up and quit at any time prior to sun-down. Straight time may be paid for the first eight (8) hours within a day regardless of when those hours are worked. All overtime pay provisions apply after eight (8) hours of work.

4. If the EMPLOYER requires Employees to use a compressor and nail gun, the EMPLOYER must provide such equipment. If an Employee elects to use his/her own compressor

and nail gun, such Employee shall be paid an amount equal to two and one-half (2.5%) percent of his/her weekly gross wages in addition to the regular pay.

WORKING RULES OF THE RESIDENTIAL INSULATION INDUSTRY

1. Each Employee shall receive a minimum one half-hour pay for loading material for delivery to the jobsite.

2. Employees who are required to drive to and from a jobsite shall be paid one-half hour journeyman's wage and benefits should the distance to the jobsite be less than fifteen (15) miles and one-half hour journeyman's wages and benefits for the return trip should it be less than fifteen (15) miles. Employees who are required to drive to and from a jobsite shall be paid one hour journeyman's wages and benefits should the distance to the jobsite be fifteen (15) miles or more and one hour journeyman's wages and benefits for the return trip should it be fifteen (15) miles or more. Mileage used to calculate driving pay shall be determined by drawing a concentric circle from the warehouse to a distance of fifteen (15) miles therefrom. In addition, this provision is consistent with the requirement that an EMPLOYER pay all Employees for all time spent traveling between the initial jobsite and any other jobsites during the course of the day.

3. The above-provisions do not apply to Employees who work on a machine blowing truck. Such Employees' wages shall commence at the warehouse and end upon return to the warehouse.

WORKING RULES OF THE RESIDENTIAL DRYWALL INDUSTRY

1. The Apprentice ratio shall be based on the total bargaining unit of Employees of an EMPLOYER. In the Residential Drywall Industry, an EMPLOYER may employ four (4) apprentices for each one (1) journeyman working.

WORKING RULES OF THE RESIDENTIAL SIDING INDUSTRY

1. The Apprentice ratio shall be based on the total bargaining unit of Employees of an EMPLOYER. In the Residential Siding Industry, an EMPLOYER may employ one (1) apprentice for each one (1) journeyman working on a single family residential structure and two (2) apprentices for each one (1) journeyman working on a multi-family residential structure.

2. Where the Employee is using his/her own truck, such Employee shall be paid fifty (\$0.50) cents for each mile that the Employee must transport EMPLOYER equipment or material, in addition to his/her appropriate wage.

SIDE LETTER – WILL COUNTY

With the exception of the increased wages and fringe benefit contributions, bonding, substance abuse and recovery program, and the Saturday Make-up Day provision, the terms and conditions of the 2014-2019 Collective Bargaining Agreement between the Chicago Regional Council of Carpenters and the Association shall continue to apply to all residential work performed in Will County.

This 2019 Agreement shall govern the wages and fringe benefit contributions, bonding, substance abuse and recovery program and the Saturday Make-up Day provision.

All provision contained in the parties' Will County Agreement which expires on September 30, 2019 shall remain in full force and effect except as otherwise modified and addressed herein.

SIDE LETTER – MONEY FOLLOWS THE MAN

Wages and EMPLOYER fringe benefit contributions will be paid on a "money follows the man" basis for Employees performing bargaining unit work within the geographical jurisdiction of this Agreement.

An Employee's wage rate and fringe benefit contribution shall be paid at the higher of (1) the total economic package rate required by the Collective Bargaining Agreement for the local union geographic area in which he or she is a member or (2) the total economic package rate required by the Collective Bargaining Agreement governing the geographical area in which the work was performed.

An Employee's home fund is the benefit fund that provides for the local union geographic area in which he or she is a member. The EMPLOYER will pay all fringe benefit contributions for an Employee to his or her home fund regardless of where an Employee performs work.

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I C. Jackson, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Hearing upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Hearing in Case No. 2020-H-RP01-2327 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the Certificate of Service, having caused each envelope to be served by U.S. mail certified mail return receipt requested and at 100 W. Randolph Street, Chicago, Illinois on the 31st day of January, 2020 prior to 4:30 p.m. and placed on the Illinois Department of Labor's official website at and placed on the Illinois Department of Labor's official website at www.state.il.us/agency/idol/

CHICAGO REGIONAL COUNCIL OF CARPENTERS
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C. Jackson

Subscribed and Sworn to this 31 day of January, 2020

[Signature]
Notary Public

