

EXHIBIT 3

**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION**



WILL COUNTY CARPENTERS AGREEMENT

BETWEEN

MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA)

AND

MID-AMERICA CARPENTERS REGIONAL COUNCIL

TERM OF AGREEMENT

JUNE 1, 2024 TO MAY 31, 2029

**MID-AMERICA CARPENTERS REGIONAL COUNCIL
WILL COUNTY
Term of Agreement
6/1/24 - 5/31/29
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LABOR CONTRACT

THESE ARTICLES OF AGREEMENT, are made and entered into effective the 1st day of June, 2024, between the MID-AMERICA REGIONAL BARGAINING ASSOCIATION (hereinafter sometimes referred to as ASSOCIATION), for and on behalf of each of their present and future members jointly and severally, engaged in building construction (hereinafter referred to as Employer), and the MID-AMERICA CARPENTERS REGIONAL COUNCIL, (hereinafter referred to as Union).

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

PURPOSE OF CONTRACT

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

SCOPE OF WORK

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

ARTICLE I

1.1 Recognition

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

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

1.2 Union Security

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

1.3 Protection of Prevailing Wages and Conditions and of Unit Work

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

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

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

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

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

1.4 Procurement of Labor

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

ARTICLE II

2.1 Management

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

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

2.2 Insurance-Employer's Number

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

2.3 Failure to Pay Wages and Fringes

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

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

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

2.4 Union Representatives

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

2.5 Steward

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

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

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

2.6 Medical Treatment or Doctors Aid

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

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

ARTICLE III GENERAL WORKING RULES AND CONDITION

3.1 Tool Shed, Toilets, Drinking Water

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

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

3.2 Tool Loss

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

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

3.3 Time for Leaving and Return to Tool Shed

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

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

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

3.4 Hoisting of Tools

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

3.5 Tool Sharpening

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

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

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

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

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

3.6 Furnishing and Rental of Employees Tools - Prohibited

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

3.7 Tool Crib

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

3.8 Operators of Machinery

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

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

3.9 Welding

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

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

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

3.10 Concrete Pouring

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

ARTICLE IV

4.1 Weekly Payday

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

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

4.2 Discharge

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

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

ARTICLE V

5.1 Workday, Workweek and Overtime

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

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

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

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

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

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

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

5.2 Shift Work

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

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

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

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

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

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

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

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

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

5.3 Reporting Time

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

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

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

5.4 Premium Work

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

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

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

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

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

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

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

5.5 Traveling Expense

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

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

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

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

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

ARTICLE VI

6.1 Wage Rates, Fringe Schedule

The economic package will increase as follows:

- (a) Effective June 1, 2024 \$3.87 (4.00%) increase per hour.
- Effective June 1, 2025 \$4.03 (4.00%) increase per hour.

Effective June 1, 2026 \$4.19 (4.00%) increase per hour.
Effective June 1, 2027 \$4.36 (4.00%) increase per hour.
Effective June 1, 2028 \$4.53 (4.00%) increase per hour.

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

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

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

Compute social security, withholding and state income taxes on wage rate only. Deduct the dues-check-off as you do the taxes, then include with the Health and Welfare, Pension, Apprenticeship and fringe benefit package. See Article XI per instructions on the Employer Contribution of fourteen cents (\$0.14) per hour to the Mid-America Regional Bargaining Association Industry Advancement Fund.

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

6.2 Check Off - Dues Fund

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

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

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

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

6.3 Foremen

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

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

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

6.4 Apprentices

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

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

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

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

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

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

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

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

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

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

i. Failure of any Employer after reasonable written notice by the Administrative Fund Office to do so, to furnish reports, pay contributions, or comply with the rules and regulations formulated and promulgated by the Trustees of the Mid-America Carpenters Regional Council 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.

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

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

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

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

6.5 Health and Welfare Fund

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

o. The parties have established a Vacation Savings Plan that will be administered by the Mid-America Carpenters Regional Council Health Fund. The vacation savings shall be an amount set by the Union from the economic package set forth in 4.1. The vacation savings shall be paid based on the total number of hours worked; there shall not be an increase in the hourly amount of vacation savings because of overtime or any other situation that involves an increased hourly wage rate. The Employer shall add the designated vacation savings amount to the Employee's gross wages and then deduct the appropriate payroll tax, including social security and withholding taxes. The full amount of vacation savings shall be deducted from the employee's net wage and remitted to the Welfare Fund on the dates and in the manner set forth in this Section. The Welfare Fund shall distribute the vacation savings to the member on an annual basis.

6.6 Pension Fund

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

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

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

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

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

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

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

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

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

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

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

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

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

6.7 Supplemental Pension Fund

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

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

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

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

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

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

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

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

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

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

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

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

6.8 Three Rivers Construction Alliance

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

ARTICLE VII

7.1 Strikes and Lockouts

It is expressly understood between the parties that during the term of this contract or any renewal period thereof, or during any pending arbitration proceedings or during any negotiations between the parties hereto as to desired changes in this contract, as herein provided, there shall be no strikes, lockouts, boycotts, picketing, stoppage of work, or slowdown of work prior to the expiration date of this contract.

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

7.2 Settlement of Disputes

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

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

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

d. The PAB shall consist of the following four (4) arbitrators mutually agreed upon between the Union and the Mid-America Regional Bargaining Association:

Jeanne Vonhof
Brian Clauss
Daniel Nielsen
Robert Perkovich

In the event that any designated arbitrator shall be unable or unwilling to act on the PAB, the Union and Mid-America Regional Bargaining Association shall mutually agree and designate a substitute. The grievance shall be sent to the arbitrators in rotation, each grievance being submitted to the next arbitrator on the list following the one to whom the most recently submitted grievance has been sent. Upon submission of the grievance, the arbitrator shall be requested to advise both parties promptly as to his earliest available hearing date or dates. If an arbitrator to whom a submission has been made shall be unable to offer a hearing date earlier than thirty (30) calendar days from the date of delivery of the letter of submittal of a grievance, then, unless the parties agree otherwise, such grievance shall be sent to the next arbitrator in the rotational sequence. If no arbitrator on the list is able to meet the thirty (30) calendar day deadline, then, unless the parties agree otherwise, submission shall be submitted to the listed arbitrator with the earliest available hearing date. The expense of the Arbitrator shall be shared by the parties in equal proportions. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have no authority to add to, subtract from or modify any provision of this Agreement. There shall be no strikes, slow downs or withdrawal of men by the Union while the dispute is being processed through this procedure.

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

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

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

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

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

ARTICLE VIII

8.1 Validity

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

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

ARTICLE IX TERM OF CONTRACT

This agreement shall be in full force and effect from June 1, 2024, through May 31, 2029.

ARTICLE X

10.1 Trade Autonomy

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

b. Our claim of jurisdiction, therefore, extends over the following divisions and sub-divisions of the trade:

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

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

10.2 Millwright

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

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

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

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

All fabrication, installation, dismantling and maintaining of all conveyors, including screw belt, bucket, roller, and slate, spiral chutes, and all channel type free trolley t-beams, and all types of mono rails and tram rails, including conveyors built of wood, steel, pipe or fibre, riveted, bolted, welded, and all supports and adjuncts connected therewith,

All fabrication, installation, dismantling, and maintaining of all chain-type, drag-line, power-driver, pipe-constructed conveyors, including all other supports and adjuncts necessary for their installation.

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

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

All driven screens, dodge belts and gears, extractors

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

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

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

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

The erection of all wooden derricks and the installation and dismantling of machinery in flour, cereal, cotton, wood, twine, paper, steel, saw, cement, powder houses, sugar refineries, fertilizing plants, ice plants, breweries, distilleries, grain elevators, feed mills and other factories where shafting and machinery is used, and any other work where millwright tools are used.

The Employer shall issue and furnish the following tools to millwrights: dial indicators, micrometers over one (1) inch, precision levels over eight (8) inches, adjustable wrenches over twelve (12) inches, sockets over one-half (1/2) inch drive, open-end or box wrenches over one and one-eighth (1-1/8) inches, taps, dies, reamers, and all expendable tools such as files, hack saw blades, etc.

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

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

10.3 Pile Driving

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

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

ARTICLE XI INDUSTRY ADVANCEMENT FUND

Each Employer shall contribute fourteen (\$0.14) cents for each hour worked for the Employer by those of his Employees covered by this Agreement to the MID-AMERICA REGIONAL BARGAINING ASSOCIATION INDUSTRY ADVANCEMENT FUND or such other fund as MARBA in its sole discretion may direct at any time during the term of this Agreement. Inasmuch as the existence and utilization of the Industry Fund should result in increased construction and greater job opportunities, the Union agrees to

cooperate in assuring that the contributions required by this Article are in fact made by Employers bound by this Agreement.

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

ARTICLE XII

12.1 Most Favored Nations

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

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

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

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

ARTICLE XIII

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

13.2 The standing committee shall meet not less often than once each quarter beginning in June 2024 through May 2029.

ARTICLE XIV SUBSTANCE ABUSE AND RECOVERY PROGRAM

14.1 The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the Union seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all its Employees.

14.2 Definitions.

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

14.3 Confidentiality

- a. All parties to this policy and program have only the interests of Employees in mind, therefore, encourage any Employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An Employee assistance program will provide guidance and direction for an Employee during the Employee's recovery period. If an Employee volunteers for help, the company will make every reasonable effort to return the Employee to work upon the Employee's recovery. The

company will also take action to assure that the illness is handled in a confidential manner.

- b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".
- c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- e. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

14.4 Rules-Disciplinary Actions-Grievance Procedures

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

an appropriate re-assignment. However, if a re-assignment is not possible, an Employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

4. Grievance – All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreement.

14.5 Drug/Alcohol Testing

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

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

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

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

The company will bear the costs of all testing procedures.

14.6 Rehabilitation and Employee Assistance Program

- a. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist the Employee to enroll in an Employee assistance program for treatment, and will also counsel the Employee regarding medical benefits available under the company or union health and welfare/insurance program.

- b. If treatment necessitates time away from work, the company shall provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.
- c. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will than result in disciplinary action as previously outlined in this policy and program.

14.7 Random Drug Testing Policy and Procedures

The Random Drug Testing Policy and Procedure are as follows:

1. Employees Subject to Testing

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

2. Random Rate

Random testing may be conducted as follows:

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

3. Selection Period

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

4. Testing Procedures

- a. The cost of all tests, specimen collection and random selection shall be borne by each individual company. Each company shall pay the employee for all time

spent complying with Section 32.7, including travel to and from the collection location and time spent for testing. Each randomly-selected employee shall be responsible for getting to and from the collection site in a timely manner. Failure of the employee to get to the testing site in a timely manner shall be deemed a refusal to be tested unless the employee can demonstrate by clear and convincing evidence that the failure to so appear was outside the employee's control. The Employer shall be responsible for transporting any Employee who does not have an individual means of transportation.

- b. Each individual company may elect to have the employee finish his work day at the collection location. Overtime provisions of the Agreement shall apply.
- c. Employees are required to cooperate in all specimen collection and/or testing procedures. This shall include providing a sample either on the job-site or collection location and having in their possession valid picture identification and any testing paperwork given to the employee by the company.

5. Testing

- a. The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health and Human Services - Substance Abuse and Mental Health Service Administration (SAMHSA).
- b. Specimen samples shall be collected at the third party administrator collection location or at the job-site by a third party administrator who has been properly trained to collect specimen samples to meet guidelines established by the Department of Transportation.
- c. A split sample shall be secured from each employee tested. When a urine sample is taken, the sample will be collected in a single container and then split into two containers by the collector. When an oral swab is taken, the collector shall swipe into two separate swabs and keep each swab separate.
- d. All initial tests will be tested by the accepted industry standard screening methodology appropriate for the type of specimen. All initial positive tests shall be confirmed by gas chromatography/mass spectrometry (GC/MS) or the appropriate industry standard confirmatory methodology appropriate for the type of specimen.
- e. Urine and/or oral fluids may be tested.
- f. Testing for alcohol shall be at the option of the company. Testing for alcohol shall follow 49 CFR Part 40 Subparts J and K Procedures for Transportation Workplace Drug and Alcohol Testing Programs for the Department of Transportation, as that provision may from time to time be amended.
- g. All illegal drugs, controlled substances, look-alike drugs, and designer drugs, may be tested for.
- h. Use of prescription drugs outside the parameters of the prescription and physician's advice may be tested for.
- i. The United States Department of Transportation levels for 'positive' or 'negative' drug test results shall be the standard where applicable. Alcohol test results of .02 and higher shall be treated the same as a positive test result.

- j. All confirmed positive test results shall be reviewed, verified and reported to each company by a Medical Review Officer (MRO). The MRO shall not review positive alcohol tests reported from a breathalyzer.

6. Test Results

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

- (5) Test results that indicate a fatal flaw, invalid sample, cancelled test, damage in shipment, defect in collection procedures, laboratory errors shall result in a new specimen collection and test at the company's option.

7. Indemnification and Hold Harmless

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

8. Policy of Non-Discrimination and Non-Harassment

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

**ARTICLE XV
MARKET AND GEOGRAPHIC AREA COMMITTEE**

15.1 Purpose

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

15.2 Scope and Authority

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

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

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

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

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

15.3 Definitions

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

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

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

15.4 Committee Composition

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

15.5 Meetings and Voting

a. A committee meeting may be called by any two members of the committee at the request of any party to the area agreement, and such requests shall be made by mail to all participants at least ten (10) days prior to the desired meeting date. However, the ten (10) day notice requirement may be waived upon mutual agreement if the circumstances so dictate.

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

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

ARTICLE XVI BONDING

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

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

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

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

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

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

**ARTICLE XVII
UNITED BROTHERHOOD OF CARPENTERS
INTERNATIONAL TRAINING FUND**

In addition to any contributions otherwise called for herein, there shall be a contribution in the amount of no less than fourteen cents (\$0.14) per hour 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 any remaining amount being allocated from the negotiated wage package for each hour of work performed by the Employees. In no event shall the Employer's obligation be more than the six cents (\$0.06) for each hour of work performed by its Employees as referenced above. 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 the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such funds.

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

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

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

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

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

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

(c) MARBA or the Union may terminate participation in the Carpentry Advancement Fund with thirty (30) days written notice to the President/Executive Secretary Treasurer of the Union or the Chairman of the MARBA Bargaining Committee. In the event that MARBA or the Union terminates such participation, the contribution designated for the Carpentry Advancement Fund shall be allocated in the Union's discretion.

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

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

ARTICLE XIX WORK RULES COMMITTEE

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

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

**MID-AMERICA CARPENTERS REGIONAL
COUNCIL**

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

Kevin McLaughlin
Executive Secretary Treasurer

Seth Gudeman
Chairman of the Bargaining Committee

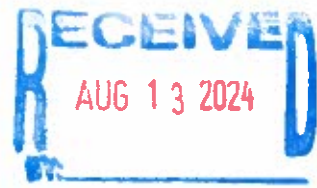


EXHIBIT 4

**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION**



GRUNDY COUNTY CARPENTERS AGREEMENT

BETWEEN

MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA)

AND

MID-AMERICA CARPENTERS REGIONAL COUNCIL

TERM OF AGREEMENT

JUNE 1, 2024 TO MAY 31, 2029

**MID-AMERICA CARPENTERS REGIONAL COUNCIL
GRUNDY COUNTY
Term of Agreement
6/1/24 - 5/31/29**

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**GRUNDY COUNTY CARPENTERS
JOINT AGREEMENT**

June 1, 2024 through May 31, 2029

THIS AGREEMENT is effective June 1, 2024 through May 31, 2029, by and between MID-AMERICA REGIONAL BARGAINING ASSOCIATION for and on behalf of the present and future members, together with such other employers who become signatory to this Agreement (referred to herein as "Employer or Employers") and the MID-AMERICA CARPENTERS REGIONAL COUNCIL, as bargaining agent for the Local Union affiliated with said Regional Council, to wit: Local Union 916, St. Charles; hereinafter called the "UNION," WITNESSES THAT:

WHEREAS, this contract which covers work performed in Grundy County; and

WHEREAS, the EMPLOYERS covered by this Agreement are contractors engaged in the construction, maintenance and repair industry; and

WHEREAS, the UNION is a labor organization and represents all employees covered by this Agreement; and

WHEREAS, the purpose of this Agreement is to arrive at a mutual understanding between the EMPLOYER and the UNION regarding hours of work, working conditions, minimum wage scales, overtime pay, and to stabilize employment and to improve working conditions. The UNION shall be recognized as the sole and exclusive bargaining agent for all employees in the appropriate unit described in this Agreement.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

**ARTICLE I
RECOGNITION, SCOPE AND JURISDICTIONAL DISPUTE**

1.1 Recognition. The EMPLOYER recognizes the UNION as the sole and exclusive collective bargaining representative for the Employees engaged in work properly coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America as defined in its Trade Autonomy and established by decisions of record of the Building Trades Department of the American Federation of Labor, now or hereafter employed in the bargaining unit, with respect to wages, hours of work and all other terms and conditions of employment.

1.2 In the event a jurisdictional dispute involving the UNION should arise, there shall be no strikes, lockouts or interruption of work over the dispute, and the dispute shall be settled in the following manner: Representatives of the EMPLOYER and each UNION claiming jurisdiction over the work shall meet at the job site and attempt to settle the dispute.

1.3 Geographic. The geographic area of the Mid-America Carpenters Regional Council includes eighty-one (81) counties in Illinois, Southeastern Wisconsin and Eastern Iowa. Unless otherwise stated herein, this Agreement shall apply to all work, projects or operations contained in Grundy County. Any contractor not domiciled, (domiciled, any contractor who is solely based or main office located within the confines of the jurisdictional territory covered by the Mid-America Carpenters Regional Council) to Mid-America Carpenters Regional Council who employs members of the Mid-America Carpenters Regional Council shall also have the right of free flow of men within contract or contracts area. To that end, each Employee shall have the right to employ employees of any home local covered by this Agreement in any geographical area within the contract territory, including the geographical areas covered by the Mid-

America Carpenters Regional Council. However, the Local having jurisdiction shall be entitled to equal representation.

1.4 Along with the right to hire employees and movement of same within the geographic area of the Mid-America Carpenters Regional Council, the contractors represented by MARBA covering the geographic areas of Grundy County agree to wages, fringe benefits and working conditions so stated in other contracts in the geographic area of the Mid-America Carpenters Regional Council. Fringe benefits will be paid to the appropriate fund office under the terms of the agreement.

1.5 Bargaining Unit. The Bargaining Unit shall be comprised of all employees performing work in the geographic area covered by this contract who are engaged as (1) Carpenters or Joiners as these job classifications are described in Article I, hereof; (2) Millwrights, as that job classification is described in Article VI, hereof; (3) Wood and Resilient Floor Layers and Finishers: Carpet Layers and Aluminum Siding Applicators as those job classifications are described in Article VII, hereof; and (4) Pile Drivers as that job classification is described in Article VIII, hereof, PROVIDED, HOWEVER, that the Bargaining Unit shall not include employees performing work historically performed by employees in the job classifications set forth above in such work as has been assigned to members of another bargaining unit by reason of local practice, decision of record, or an Agreement or award issued in accordance with the provisions of Article I.

1.6 Employer Qualifications. Certain qualifications, knowledge, experience, and financial responsibility are required of everyone desired to be an EMPLOYER. In order to be recognized as a Union Contractor, a person, company or corporation shall sign and abide by all the conditions contained in this document and shall employ at least one member from the Bargaining Union. This paragraph also applies to contracting members of the Union.

1.7 Occupational Scope. This Agreement covers all work of all branches of the trade as set forth in the Constitution of the United Brotherhood of Carpenters and Joiners of America, as the same has been interpreted from time to time, and included, but is not limited to, the milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and compositions, and all other substitute materials; overhead sectional doors; concrete forming; gang forms; the handling, cleaning, erecting, installing and dismantling of machinery and equipment 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; 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 and Finishers, Carpet Layers, Shinglers, Siders, Insulators, Acoustic and Drywall Applicators; Shorers and House Movers; Loggers, Lumber and Sawmill Work, Casket and Coffin Makers, Furniture Workers, Reed and Rattan Workers, Shingle Weavers, Box Makers, Railroad Carpenters and Car Builders; 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 subdivisions; burning, welding, rigging and the use of any instrument or tool for layout work, incidental to the trade. When the term "Carpenters and Joiners" is used, it shall mean all the subdivisions of the trade.

1.8 The term "CARPENTER" and the term "JOINER" are synonymous, and in either case, shall mean one who preforms or constructs forms for footings or foundations of houses, buildings, structures of all descriptions, whether made of wood, metal, plastic, or any other type of material, the erecting of structure parts of a house, building, or structure made of wood or any substitute such as plastic or composition materials, who puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of houses, buildings, or any structure, and dismantling of forms or any other material erected by Carpenters. The fabrication and/or setting of all templates, including anchor bolts necessary for structural members of machinery and the placing and/or leveling of these bolts is included.

1.9 All framing in connection with the setting of metal columns. The settings of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. The making and setting of all forms

used in concrete work. Installation of all framework partitions and trim materials for toilets and bathrooms made of wood, metal or plastics or composition materials; fastening on all wooden, plastic or composition materials; fastening on all wooden, plastic or composition cleats to iron work material; erection and installation of Stran Steel or similar material; cutting and hanging of all lumber or other materials between girders and joists for fireproofing of concrete centers; setting and hanging of all sash, doors, inside and outside blinds, windows and other frames, erection or application of all shingles, siding, wallboard, or sheets composed of wood, wood pulp, plastic, plaster, transite or composition materials or any combination of any of the above with any other material regardless of the manner attached.

1.10 Erection of all wood, metal, plastic, and composition partitions; cutting and applying of all furring; making and fastening of wood brackets for metal ceilings and sidewalls; erecting of all wood furrings for cornices, and putting on all grounds for plaster or cement finish.

1.11 Building, erecting and dismantling of all scaffolding and staging; building and construction of all derricks; the making of mortar boards, boxes and trestles; putting in needle uprights; shoring of buildings, razing and moving buildings. Fitting, installation and fastening of stops, beads and moulding in doors and windows, framing of all false work, derricks and hoists, travelers and all lumber or material used in the building and construction industry; putting on of all hardware; putting up interior and exterior trim or finish of wood. The hanging, setting, and installation of wood, metal or plastic doors, sash, jambs, bucks, casings, mouldings, chair rails, mantels, base or mop boards, wainscoting, furniture, china closets, kitchen cabinets, wardrobes and installation of bowling alleys, and installation of displays.

1.12 The manufacturing and erecting of cooling towers and tanks. The installation of wood, plastic or metal awning, door shelters, marquees, and jalousies. The laying and finishing of all floors including wood, cork, asphalt, linoleum; vinyl, rubber or any other type of resilient floor covering. The installation of rugs, carpets, draperies and curtains. The application of acoustic tile whether glued or nailed; acoustical suspended ceilings in its entirety; and all insulation, whether nailed, glued or blown.

1.13 Building and erecting stairs, store, office, bank and other fixtures, shelving, racks, whether of wood or other materials making and fitting of screens, putting on weather strips and caulking. The installation of laboratory equipment including cabinets, and work benches, bookcases and cabinets, either separately or used in conjunction with heating and/or air conditioning units, blackboards, bulletin boards, bill boards, meter boards and boards of all types.

1.14 The handling of lumber, fixtures, trim and other material erected by Carpenters. The erection of porcelain enameled panels and metal siding. The assembling and setting of all seats in theaters, halls, churches, schools, banks, stadiums, and open-air theaters and other buildings; installing wood, metal and plastic corner beads; erecting mortar and brick hoists and concrete distributors used in erecting buildings or fireproofing floors, or for pouring concrete buildings; building and repairing coal pockets, breakers, curb and gutters, the receiving, rigging, unloading, stockpiling, permanent placement, removal, relocation and replacement of any pre-cast concrete or substitute combinations and with any and all welding and burning incidental to carpentry.

1.15 The handling of all optical tooling equipment, which includes laser-maser equipment, transits, levels, jig transits. The carpenter will line all forms, falsework, permanent and temporary walls. All lines and grades needed to set and install all machinery, all types of rail, which includes tram, mono, gantry, and all rails which need line and grade. The grade and line for all base plates, shims, anchor bolts, and all openings in forms, containment vessels and temporary and/or permanent walls. The carpenter shall lay out property lines, utilities, columns, elevations, and all other inlines, building lines, utilities, columns, elevators, and all other integral parts of the project. This does not prohibit Supervisory or Engineering personnel from using the equipment described in this paragraph.

1.16 The operation of winches and jacks whether operated manually or operated mechanically by portable operating devices, used to handle material to be installed or erected by members of the United Brotherhood of Carpenters and Joiners of America and all tagging and signaling incidental to the trade.

ARTICLE II UNION SHOP AND CHECK-OFF AND INDEMNIFICATION

2.1 Equal Representation. The Union, realizing its duty under the National Labor Relations Act, as amended, and to the extent that it is the exclusive representative, recognizes that it must represent all bargaining unit employees equally, without discrimination, irrespective of membership or non-membership in the Union. To comply with this section, the Employer shall pay correct wages and all fringes on all employees doing bargaining unit work as per this Agreement.

2.2 Union Security. All employees who are not members of the UNION and all employees who are hired hereafter shall become and remain members in good standing in the UNION as a condition of their employment on the eighth (8th) day following the beginning of their employment or the effective date of this Contract, whichever is the latter, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended by the Act of 1959. In the event of an amendment in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended by the Act of 1959, that would require modification to this Agreement, the parties agree to execute amendments to this contract that will conform to the mandates as set forth in Section 8(a)(3) of the Act in a timely fashion. Upon written notice from the UNION notifying the EMPLOYER of the failure of any Employee covered by the contract to complete or maintain his membership because of non-payment of dues, the EMPLOYER shall, within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no EMPLOYER or UNION shall discriminate against an employee to whom membership was not available on the same terms and conditions generally applicable to the members, or, if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

2.3 Non-Discrimination. There shall be no discrimination in employment because of any race, color, creed, sex or national origin.

2.4 Dues Check-off. It is agreed by the parties, a Union Dues Check off may be required at the option of the UNION. The Employer shall deduct current UNION dues as certified by the UNION from the pay of each employee who furnishes him with a signed and valid "Check off Authorization Form". This amount shall be set by the Union. A change in this amount will be communicated in writing by the UNION. The aforesaid deductions shall be remitted monthly by the Employer to the UNION on the form customarily used for submitting monthly Welfare and Pension Contributions.

2.5 The UNION shall defend, indemnify 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 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 XI.

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

ARTICLE III WAGES AND FRINGE PAYMENTS

3.1 Right to Increase. The UNION reserves the right to increase fringe benefit funds contained in the Agreement in lieu of wages, upon proper notice to the EMPLOYER from the UNION. The distribution of any increase of wages or fringe benefits will be determined by the Regional Council, subject to the allocation requirements set forth in Article 3.2.

3.2 In compliance with our Agreement negotiated between MARBA and the Mid-America Carpenters Regional Council and Joiners of America, providing an increase of the following:

- (a) Effective June 1, 2024 \$3.77 (4.00%) increase per hour.
- (b) Effective June 1, 2025 \$3.92 (4.00%) increase per hour.
- (c) Effective June 1, 2026 \$4.07 (4.00%) increase per hour.
- (d) Effective June 1, 2027 \$4.24 (4.00%) increase per hour.
- (e) Effective June 1, 2028 \$4.41 (4.00%) increase per hour.

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

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

3.3 Compute Social Security, Withholding and State Income Tax from wages. **Deduct the Dues check-off, as you do the taxes, with the Welfare, Pension, IAF, and Appr, CSP as the fringe benefit package and forward at the end of the month.

3.4 **Dues check-off to be deducted from the gross hourly wage and mailed to the Mid-America Carpenters Regional Council, 12 East Erie Street, Chicago, IL 60611, on forms furnished by the Union. Telephone: (312) 787-3076.

3.5 The allocation among the wages and any other contributions shall be at the discretion of the Executive Committee of the UNION. Notice in writing of the allocation shall be given to the EMPLOYER by the UNION thirty (30) days prior to the effective date.

3.6 All checks issued to Employees will have the following on the check stub: total hours worked, amount of regular and premium pay, all deductions, and total wages received for the year.

3.7 Residential Rates. The minimum hourly straight time rate of wages for work performed in the new construction of a residential structure shall be determined by the Mid-America Carpenters Regional Council.

3.8 Pay Day. Employees shall be paid once each week, not later than 3:30 p.m. on the regularly established payday, except in cases of holidays in which case they may be paid on the following workday. Wages are to be paid in full up to two (2) workdays preceding the regular designated payday. Wages may be paid by mail or by electronic deposit as directed in writing by the employee. If wages are paid by mail, the paycheck must be received on or before the regularly established payday. If the EMPLOYER fails to have sufficient funds for wages due, or for pay checks issued, he shall pay in addition thereto a sum equal to the costs incurred in collecting same, including reasonable attorney 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.

3.9 Premium and Hazard Pay. All members covered by this Agreement. The rate per hour on all cofferdams, trenches, ditches, mines or tunnels, which are ten feet (10') or more below ground or water

level and any other hazardous work shall be at the regular rate of pay for the first ten feet (10') below ground or water level as shown under paragraph (2) of this Article.

3.10 On all scaffold, stagings, movable decks, slip forms, smokestacks, steeples, towers, tanks, elevators, buildings, building beams, trusses, purlines, rafters, or joists, the rate of wages shall be the regular rate for the first thirty feet (30'). From thirty-one feet (31') to fifty feet (50'), the rate shall be an additional \$0.25 centers per hour. From fifty-one feet (51') to one hundred feet (100') thereafter, the rate shall be an additional \$0.50 cents per hour. From one hundred feet (100') to one hundred fifty feet (150'), the rate shall be an additional \$0.50 cents per hours. After one hundred fifty feet (150') and up to two hundred feet (200'), the rate shall be an additional seventy-five cents (\$0.75) per hour. After two hundred feet (200'), the rate shall be ten percent (10%) of the applicable wage rate. Rates to be based on free fall measurement. Boatswain chair and swinging scaffold included. When overtime is worked, this rate shall be doubled.

3.11 When fresh air equipment is used in the above sentence, the employee shall receive two dollars (\$2.00) per hour above scale.

3.12 For any creosote materials or any other treated lumber or material, toxic or caustic solvents or oil and pans are used, the rate of wages shall be twenty-five (\$0.25) cents per hour above the regular rate of wages, whether harmful to body or clothing. If form is stripped and then cleaned, then set up by Carpenters and then oiled in place, this is not a premium pay classification. Forms must be cleaned. If iron sides are oily, they must be wiped off with rags or other suitable material. If the forms are oiled before they are set, this is an oiled form and falls in the previous classification.

3.13 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.

3.14 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 the Agreement of any work to be performed by employees, of such nature as the UNION deems hazardous or which makes exceptional demands on Employees' health and safety and thereby qualifies for premium pay, which is not covered by Articles in this Section.

3.15 In the event that the UNION notifies the EMPLOYER that certain work is hazardous in nature, 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.

3.16 When an Employee works on any job that comes under the rate listed in this Section, he shall receive not less than four (4) hours pay at the premium rate.

3.17 Payment by an Employer and acceptance by an Employee of a sum less than the applicable wage rates (straight time, overtime or premium), as provided for in this Agreement shall be a violation of this Agreement. Upon proof of such violation, the Employer shall immediately pay the unpaid balance, in accordance with the wage rate so violated. Two (2) working days after the written notice of such violation to the Employer, the Union may justifiably remove the men from the Employer and full wages and benefits shall be paid for a period not to exceed five (5) working days. Benefit contributions shall be considered wages for the purpose of this provision.

3.18 Any dispute or question of fact under this subsection shall be governed by procedures outlined in Article XI, Arbitration.

3.19 The employer who issues payroll checks without sufficient funds or does not pay on the designated payday shall be subject to the following actions and restrictions:

3.20 The employees may be removed from the Employer, for up to five (5) working days with pay, for violations.

3.21 The Employer will be required to pay only by certified check or currency of legal tender of the United States.

3.22 The Employer shall pay any and all documented costs related to employees receiving bad checks.

3.23 Fringe Benefits. Each individual EMPLOYER shall pay and transmit to the appropriate funds the following hourly amounts for the purposes and uses set forth in the documents, as amended, establishing such Funds:

3.24 Welfare Fund. Per all hours worked. Contributions effective June 1, 2024 through May 31, 2029, unless otherwise notified in accordance with Article III.

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

3.25 Pension Contributions. Per all hours worked. Contributions effective June 1, 2024 through May 31, 2029, unless otherwise notified in accordance with Article III.

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

3.26 Industry Advancement Fund. Each EMPLOYER shall contribute ten (\$0.10) cents for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement to the MARBA INDUSTRY ADVANCEMENT FUND or such other fund as MARBA in its sole discretion may direct at any time during the term of this Agreement. Inasmuch as the existence and utilization of the Industry Fund should result in increased construction and greater job opportunities, the UNION agrees to cooperate in assuring that the contributions required by this Article are in fact made by EMPLOYERS bound by this Agreement. The collection of amounts due under this Article shall not be subject to the Settlement of Disputes' procedures established in Article XI.

3.27 Carpenters Apprenticeship Program. Effective June 1, 2024 through May 31, 2029, each EMPLOYER shall pay into Mid-America Carpenters Regional Council Apprenticeship and Training Program (hereinafter referred to as "Training Fund") contribution for each hour worked for the EMPLOYER during each calendar month by all of those employees who are covered by this Agreement.

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

3.28 Dues Check-off. The appropriate amount shall be deducted from gross wages and forwarded to:

Mid-America Carpenters Regional Council
12 East Erie Street
Chicago, IL 60611
Telephone: (312) 787-3076

This amount shall be set by the UNION. A change in this amount will be communicated in writing by the UNION.

3.29 Carpenters Saving Plan. Per all hours worked. Contributions effective June 1, 2024 through May 31, 2029 unless otherwise notified in accordance with Article III.

3.30 Three Rivers Construction Alliance. Each Employer shall contribute to the Three Rivers Construction Alliance one cent (\$0.01) for each hour of work performed for the Employer by those employees covered by this Agreement. Collection of these contributions shall not be subject to the Settlement of Disputes procedures contained in Article XI.

ARTICLE IV FRINGE BENEFITS

4.1 The sections under Article IV cover the following Associations: MARBA, and the Mid-America Carpenters Regional Council covering the county of Grundy in the State of Illinois.

4.2 The following are Agreements made between the Fox River Valley District Council and the Fox Valley General Contractors Association, and will remain in effect as part of this Agreement with the Mid-America Carpenters Regional Council.

4.3 An Agreement and Declaration of Trust entered into by and between the Fox Valley General Contractors Association and the Fox River Valley District Council of the United Brotherhood of Carpenters and Joiners of America on the 1st day of February 1953, establishing the Mid-America Carpenters Regional Council Welfare Fund of Illinois, as amended by reference thereto, is hereby made a part of this Agreement.

4.4 An Agreement and Declaration of Trust entered into by and between the Fox Valley General Contractors Association and the Fox River Valley District Council of the United Brotherhood of Carpenters and Joiners of America on the 1st day of June 1957, establishing the Mid-America Carpenters Regional Council Pension Fund of Illinois, as amended by reference thereto, is hereby made a part of this Agreement.

4.5 An Agreement and Declaration of Trust dated the 10th day of April 1985, establishing the Mid-America Regional Bargaining Association Industry Advancement Fund, as amended by reference thereto, is hereby made a part of this Agreement.

4.6 An Agreement and Declaration of Trust establishing the Mid-America Carpenters Regional Council and Training Program, as amended by reference thereto, is hereby made part of this Agreement.

4.7 General Contribution Language. The Employers agree that Pension and Welfare Fund Contributions under this Agreement are to be made at the hourly rates specified elsewhere in this Agreement, and that such contributions are to be made on behalf of all persons covered by this Agreement for all hours worked by such persons for the Employers.

4.8 Supervisor Clause. The Bargaining Unit shall also include, for purposes of Pension and Welfare Fund Contributions only, such persons in the employ of the Employer referred to herein as "supervisors," as that term is defined in the Labor-Management Relations Act of 1947, as amended, provided that such supervisor:

- (i) has heretofore been included as a member of the bargaining unit on any basis, under the terms of this collective bargaining agreement, any predecessor collective bargaining agreement, or any other collective bargaining agreement entered into by this Local Union or Regional Council, and;

- (ii) was an employee on whose behalf, within the five-year period prior to the effective date of this Agreement, contributions were required to be made for at least 5,000 hours worked.

4.9 It is expressly understood that the purpose of this provision is limited to permitting persons who have participated in the aforesaid Pension and Welfare Funds as members of the bargaining unit to continue to do so upon their promotion to management positions, and is in no respect intended to include such persons within the scope of the bargaining unit for purposes of union membership, collective bargaining, or any other provisions of this Agreement other than provisions governing the payment of pension and welfare contributions.

4.10 It is further understood and agreed that since such supervisors are not subject to the wage provisions of this Agreement, and may be paid on a salaried basis contributions on behalf of such persons to the Pension and Welfare Funds should be on the bases of 160 hours for each and every month during which such supervisor receives any wages from the Employer.

4.11 Language for Company Owners. It is expressly understood that in the event the Employer is an unincorporated partnership or sole proprietorship, any person who is a partner or sole proprietor of the Employer is ineligible to receive benefits from the Pension and Welfare Funds, and no contributions are payable to those Funds on behalf of such persons. If, on the other hand, the Employer is a corporation, persons who happen to own all or a portion of the stock of said corporation are "employees" of the Employer and will be considered as included within the bargaining unit for purposes of wages and fringe benefit contributions to the extent that they would qualify as such if they were not shareholders.

4.12 The parties recognize that such individuals employed by corporations which are Employers under this Agreement may perform such work which is covered under this Agreement and other work which is not. Some of these employees receive compensation in such a manner that it is difficult or impossible to determine for purposes of fringe benefit contributions the precise number of hours for which contributions are payable on their behalf to the Funds, and this uncertainty has created a need for uniform and consistent rules which would be fair to all concerned. It is therefore agreed that when an employee who is employed by a corporation performs both work covered under the terms of this Agreement and work which is not covered under the Agreement, and if such person is paid on any basis other than at the hourly wage rate specified in this Agreement for all the hours worked by such employee in any capacity whatsoever, and provided further that such employee is:

- (i) a shareholder, officer and/or director of the corporation, or
- (ii) a relative (father, mother, son, daughter, brother, sister) of a shareholder, officer, and/or director of the corporation.

4.13 The Employer shall be required to make contributions on behalf of such employee on the basis of 160 hours for each month in which such employee received any compensation from the corporation at the hourly contribution rates established elsewhere in this Agreement.

4.14 Rules Governing Fringe Benefits. Such Welfare, Pension, Industry Advancement Fund, Apprenticeship Fund and Dues Check-Off shall accrue with respect to all hours worked by any journeyman, foreman, apprentice or any person employed by the Employer doing bargaining unit work within the jurisdiction of the Mid-America Carpenters Regional Council.

4.15 Every EMPLOYER shall be required to file a properly executed report, on the form furnished by the Office of the Administrator of the Welfare, Pension, Industry Advancement Fund and Apprenticeship Fund as reflected by said report. Dues Check-Off shall be included on above report form.

4.16 Forms for the dues check-off are furnished by the Mid-America Carpenters Regional Council and shall be remitted monthly to the Regional Council.

4.17 All reports and payments of contributions due to the respective Fringe Benefit Funds shall be due on the fifteenth day of the month following the month in which the hours were worked. Employers, at the discretion of the Local having jurisdiction, may be required to pay benefits on a weekly basis.

4.18 Any report and payment which IS NOT RECEIVED IN THE ADMINISTRATIVE OFFICE BY 4:30 P.M. of the last business day of the month following the month in which the hours were worked SHALL BE CONSIDERED DELINQUENT!

4.19 All delinquent reports and payments due shall be charged interest at the rate of one and one-half percent (1-1/2%) per month, compounded, for each month, or any portion of a month, that such contribution remains unpaid.

4.20 Any charges to an employer's account for interest, audit fees, attorney's fees, collection costs, etc. shall be considered delinquent if the payment thereof IS NOT RECEIVED IN THE ADMINISTRATIVE OFFICE ON OR BEFORE THE 30TH DAY following the date on which such charge was made to that employer's account.

4.21 If the actions of any employer force the Trustees to demand a payroll audit to determine an amount due and owing the Fringe Benefits Funds, the costs of such payroll examination shall be at the expense of and charged to such employer.

4.22 If an audit of an employer's payroll records results in the discovery of a substantial discrepancy between the amount due and owing and the amount reported and paid to the Fringe Benefit Funds, the cost of such payroll examination shall be charged to such employer.

4.23 It is specifically agreed that acceptance of any delinquent or false reports and the contributions as reflected thereby, the administration of said Funds, shall not constitute a waiver of an administrative assessment which may be due and owing thereon as herein set forth.

4.24 A properly authorized representative of said Funds shall have the right to examine the EMPLOYER'S payroll records, upon complaint, for the purpose of determining if properly executed reports are being made to said Funds. The representative authorized to make aforesaid examination of payroll records will be furnished proper credentials by the Trustees of said Funds.

4.25 To protect the participating members in the Funds from loss of eligibility for benefits caused by failure of an EMPLOYER to make proper contributions, his employees may be removed from the job for the above stated reason. The EMPLOYER shall compensate them for all time lost as a result of same.

4.26 If any EMPLOYER fails to pay fringe benefits provided in this Agreement, the number of hours with respect to which such Employer owes benefit contributions shall be computed by dividing the total dollar amount paid to such Employee as compensation for the work involved by the applicable contractual hourly wage rate. The number of hours shall be the presumed number of hours upon which benefit contributions are owed with respect to such Employee.

4.27 The Employer shall give notice to the Union and the appropriate Fund office, in writing, not later than thirty (30) days after the occurrence of any of the following events relating to the Employer, occurring after the date hereof:

- (1) Formation of partnerships;
- (2) Termination of Business;
- (3) Change 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, with employees covered by this bargaining Agreement;
- (9) Name and Identity of any parent company, subsidiary company or division.

4.28 The notice requirements of this Section apply only if the above-specified events (items 1 through 9) affect the relationship of the Employer to the bargaining unit.

4.29 Bonding and Default - Attorney's Fees. In the event the UNION is required to file suit by reason of an Employer's failure to:

- (1) Maintain his monthly fringe benefit contributions, pursuant to Article III;
- (2) Meet his weekly payroll; or
- (3) Maintain his Worker's Compensation and Unemployment coverage as set forth in Article X.

4.30 And, if 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 Funds Office, the EMPLOYER shall pay in addition to the amount due, reasonable fees of certified public accountants, if expressly used to establish the amount due, and reasonable fees of an attorney in effectuating payment.

4.31 Each EMPLOYER signatory to this Agreement agrees at the time of execution of this Agreement the EMPLOYER shall procure 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/or cash bond shall be payable to the UNION as trustee for the benefit of employees employed by the EMPLOYER and for those acting on the Employees' behalf to ensure prompt payment of wages and contributions to the Health and Welfare, Pension and Apprentice and Training Funds. Such surety bond and/or cash bond shall be executed on a Uniform Bond form furnished by the UNION and must be filed with the UNION. Unless otherwise increased by the President/Executive Secretary-Treasurer of the UNION, the Principal amount of the bond shall be:

One (1) to Five Employees.....	\$10,000.00
Six (6) to Ten (10) Employees.....	\$15,000.00
Eleven (11) to Fifteen (15) Employees.....	\$20,000.00
Those in Excess of Fifteen (15) Employees.....	\$50,000.00

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.

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

4.32 Trust Agreements and Compliance with Law. The Funds established hereunder, except as otherwise specified, shall be jointly administered by an equal number of Trustees representing each party to this Agreement, which administration and the various documents establishing the various Funds shall be in accordance with the requirements of the National Labor Relations Act, as amended, and any other Federal laws pertaining to the subject matter relative to each individual Fund. All payments required to be made shall be made and transmitted in accordance with the rules and regulations established by the Trustees of the particular Fund and all forms required shall be so completed. Concerning the enforcement of collections and payment of the required amounts into the Funds, the parties shall be bound by the determinations of the Trustees of each particular Fund. The failure of an individual EMPLOYER to comply with the provisions of this Agreement and any declaration of Trust establishing any of the Funds for which contributions or payments are made under this Article shall constitute a breach of this Agreement and individual EMPLOYERS who fail to remit regularly in accordance with the

requirements of declaration of trusts establishing any of the Funds shall be subject to terminating this Agreement by the UNION, by giving seventy-two (72) hours notice in writing to such EMPLOYER. The remedy provided herein shall not be exclusive of any other remedy by way of suit in law or in equity, or otherwise for the collection of the amount due either by the UNION or by the Trustees or Administrators of any of the individual Funds.

4.33 UBC International Training Fund. In addition to any contributions otherwise called for herein, there shall be a contribution in the amount of no less than fourteen cents (\$0.14) per hour 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 any remaining amount being allocated from the negotiated wage package for each hour of work performed by the Employees. In no event shall the Employer's obligation be more than the six cents (\$0.06) for each hour of work performed by its Employees as referenced above. 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 the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such funds.

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

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

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

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

(c) MARBA or the Union may terminate participation in the Carpentry Advancement Fund with thirty (30) days written notice to the President/Executive Secretary Treasurer of the Union or the Chairman of the MARBA Bargaining Committee. In the event that MARBA or the Union terminates such participation, the contribution designated for the Carpentry Advancement Fund shall be allocated in the Union's discretion.

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

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

4.35 Vacation Savings Plan. The parties have established a Vacation Savings Plan that will be administered by the Mid-America Carpenters Regional Council Health Fund. The vacation savings shall be an amount set by the Union from the economic package set forth in Section 4.1. The vacation savings shall be paid based on the total number of hours worked; there shall not be any increase in the hourly amount of vacation savings because of overtime or any other situation that involves an increased hourly wage rate. The Employer shall add the designated vacation savings amount to the Employee's gross wages and then deduct the appropriate payroll tax, including social security and withholding taxes. The full amount of vacation savings shall be deducted from the employee's net wage and remitted to the Welfare Fund on the dates and in the manner set forth in this Section. The Welfare Fund shall distribute the vacation savings to the member on an annual basis.

ARTICLE V GENERAL WORKING CONDITIONS

5.1 Representatives of the Union shall not be denied access to the Contractor's Project Office or to any part of the project for transaction of necessary business with the Contractor or Employees.

5.2 Regional Council Work Rules. The Work Rules of the Regional Council upon mutual agreement will be incorporated as part of this Agreement.

5.3 Stewards. (a) The EMPLOYER agrees to recognize the sole right of the Business Representative of the UNION to select and appoint a steward or stewards in crews on jobs or job sites whose duties shall be to see that all employees covered by this contract are in accordance with the requirements of this Agreement. The duties of the steward shall be to report to the Business Representative any contractual disputes and grievances and, in the case of accident, the steward shall see that employees covered by this Agreement and their personal belongings are cared for. Safe and adequate transportation from a job site following an injury other than for a minor injury, shall be furnished by 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. In the event an employee is injured in the course of his employment, he shall not be dismissed from such employment because of his injury, and shall receive a full day's pay for the day of the injury, nor shall he be dismissed during the period of medical care required by said injury, unless there is no work available with his employer, or unless his dismissal is due to conditions beyond the control of the employer.

5.4 The UNION requires that a Steward must fully protect the interest of the UNION. The Steward shall be selected or appointed by the Business Representative of the Union, who shall have the right to replace any Steward at any time for just cause or failure to carry out his duties as a Steward.

5.5 The EMPLOYER agrees to recognize the right of the UNION to select a Steward from among its Employees whose duty shall be to see that all Employees covered by this Agreement are members of the UNION in good standing in accordance with the requirements of this Agreement.

5.6 In case of accident, it is the duty of the Steward to see that the Employees covered by this Agreement and their personal belongings are cared for. Loss of time in caring for the sick or injured Employees shall be paid for by the EMPLOYER in an amount not to exceed four (4) hours of straight time.

5.7 It shall be the duty of the Steward on the job, using good judgment to call for a vote among the men to decide when a job should be called because of weather conditions. The Steward shall also be notified one and one-half (1-1/2) hours before quitting time as to the number of men needed for overtime work. He shall be given the names of the men to work on Saturday, Sunday or holidays so a permit, in writing, can be issued for these men. When an Employee works on any job, the Steward shall also work. When possible, the Steward shall also be consulted and notified at least four (4) hours in advance when Employees are to be laid off.

5.8 A Steward, after having satisfactorily completed one (1) week of employment for the EMPLOYER, shall be considered a qualified journeyman or mechanic of the trade and shall not be laid off, discharged or transferred without just cause as long as other Employees covered by this Agreement, except a foreman, are employed on the project. In no case shall the Steward be transferred, discharged, laid off or fired until the UNION representative is satisfied that his work or conduct is unsatisfactory. When such charges are made against the Steward, the EMPLOYER or his Representative shall meet with the Business Representative of the UNION and attempt to settle the dispute. In the event that the respective Representatives cannot reach an agreement, the dispute shall be processed under the terms as provided for in the Arbitration Section of this Agreement.

5.9 Should the Steward be discharged, laid off or fired before such investigation can be made by the Business Representative of the UNION, all Employees covered by this Agreement shall cease work on said job. In no case shall any Employee covered by this Agreement be permitted to return to work until the Steward has been reinstated. In no instance shall the Steward be discriminated against because of his affiliation with the UNION or because of his activities on behalf of the UNION.

5.10 The Steward shall be allowed whatever time is necessary with the Business Representative and to properly police the job each day, check for safety and sanitary violations, and work being done by other crafts that properly come under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

5.11 It is understood and agreed that the Steward must have been a member of the United Brotherhood of Carpenters and Joiners for four (4) years, in good standing of the Local Union in whose jurisdiction the EMPLOYER is working for a period of at least one (1) year, except by permission of the Business Representative where conditions justify.

5.12 No overtime work shall be permitted without the EMPLOYER first obtaining permission from the UNION and the EMPLOYER shall instruct the Job Steward to secure such permission, which shall only be issued between the hours of 7:00 a.m. and 3:30 p.m. of each regular workday. The UNION shall at any time have the right to deny such work except for unforeseen emergencies, such as to protect property from weather damage, breakdown, or blowouts that interrupt the EMPLOYER'S normal scheduled work routine.

5.13 Job Stewards shall be members of the Bargaining Unit and shall be included on all overtime work.

5.14 In order to promote harmony and good will between UNION and EMPLOYER, the EMPLOYER agrees to terminate and rule off the job, until it is completed, any Employee(s) that has conspired individually or collectively to try to have the Steward or anyone of the Brotherhood unjustly removed or terminated. This is to be investigated by the Business Representative. If such discharged Employee(s) bring a suit against the EMPLOYER and/or the UNION and receive an award of damages and/or back wages, the UNION will completely indemnify the EMPLOYER for any award, court costs and reasonable attorney's fees.

5.15 Employees shall have the right to register complaints, to submit grievances and to testify without jeopardizing themselves in any manner.

5.16 Show Up Time. When any applicant or person has been requested by the EMPLOYER to report for work and is refused employment, they shall receive eight (8) hours show up time at the regular prevailing rate providing that he reports to work at the specified time.

5.17 (a) When a Member who is employed on a job and reports for work and is not put to work, he shall receive two (2) hours pay for reporting on the job, provided he was not notified the evening before that there would be no work the next day. If an Employee starts to work, he shall receive four (4) hours of pay. However, if work is stopped during the second four (4) hours by causes beyond the control of the EMPLOYER, the Employee shall be paid only for actual time worked in that period. For a man to remain

on the job after the two (2) hour show up time because of weather conditions, an agreement must be made between the superintendent or foreman and the Steward.

(b) When an employee is called out, or recalled to work outside the scheduled work hours, he shall not receive less than four (4) hours pay at the premium rate or rate involved.

5.18 Lay-offs. When an employee is laid off due to lack of work, he shall be paid immediately all wages due to date and receive at least two (2) hours notice prior to normal or adjusted quitting time. If such notice is not given, the EMPLOYER shall pay one (1) hour of wages in addition to all wages due him. However, when the one-hour penalty is in effect, the one (1) hour of wages shall be mailed to the home of the employee within a twenty-four (24) hour period. If he is not paid on the job at the time of lay off or sent to him postmarked within twenty-four (24) hours, he shall be paid four (4) hours of additional pay, all of which shall be included in his last paycheck.

5.19 When the employee QUIT HIS JOB, he may be required to wait, at the option of the EMPLOYER, until the next regular pay day for the wages due him.

5.20 Travel Pay. An Employee who is required to travel to a job site shall be reimbursed for lodging when required to remain away from his home overnight. The expense allowance for lodging for each night shall be (\$50.00) fifty dollars per night.

5.21 Coffee Break. Morning coffee break fifteen (15) minutes with pay.

5.22 Concrete Forms. The Contractor will designate a sufficient number of Carpenters to watch and check while concrete is being poured into forms erected by Carpenters.

5.23 Walking Time. An Employee shall be allowed enough walking time to be at the tool shed or the change room at 12:00 noon and shall not leave tool shed or change room until 12:30 p.m.

5.24 Sanitary toilet facilities are to be furnished at all times.

5.25 Tools, Tool Storage and Sheds. Each employee is required to furnish, for his individual use only, all of those hand tools customarily required of an employee to perform his duties. Employee shall not own, transport, furnish, or rent any power-operated tools, machinery or equipment to be used on any work to be performed by his EMPLOYER. In the event that the EMPLOYER knowingly permits or requires the employees to provide their own power operated tools, machinery or equipment in violation of the terms of this Article, the EMPLOYER shall be liable for all costs associated with enforcing this Article including, but not limited to, reasonable attorney fees and reasonable arbitration fees.

5.26 The EMPLOYER will furnish a dry and locked tool shed or safe place on each job to store members' tools and will take all precautions against fire and theft and where the size and length of job will justify same, the tool shed will be separate from other crafts and the EMPLOYER will furnish suitable facilities, heated when necessary, for eating and changing clothes. Employees shall return same at the end of each day's work when need for same is over. Employees will not be allowed to work in foul weather except in case of emergency.

5.27 On any job where the Employee cannot drive his car to his place of work and take his tools home daily, the EMPLOYER shall furnish a locked tool shed, crib or gang box at the job site for storing of tools. The EMPLOYER shall be held responsible for tools lost by fire or water or stolen from a locked tool shed, crib or gang box and shall replace same provided there is an actual break in. The Employee must furnish the EMPLOYER with a list of tools in his box at the time he starts work on the job, if requested, and the EMPLOYER or his Representative shall have the privilege of checking the tools in the Employee's box.

5.28 The Employee at all times shall be responsible for his own tools during working hours of the Employee. In the event that said tools are stored in the job box or tool shed under the control of the

EMPLOYER, in which case the EMPLOYER agrees to assume the responsibility for theft, fire or water damage to all tools. A complete valued inventory must be supplied, prior to storage, by the Employee to substantiate any loss. The EMPLOYER shall have the right to check the list or inventory to make sure it is current. Also, the EMPLOYER can request a new list of inventory from Employee.

5.29 EMPLOYER shall furnish and make available at the job site all reasonable equipment generally and customarily used to sharpen the various tools used by Employees hereunder. Sharpening of his own tools shall be the choice of the Employee at all times, although the Employee may, if he chooses, permit his tools to be sharpened other than on the job site by and at the expense of the EMPLOYER. Employees may sharpen tools during working hours, and the time thereby used shall be considered as time worked.

5.30 All expendable tools such as drill bits, rules, files, hacksaw blades, torch lighter, etc. that are worn out or broken on the job shall be replaced by the EMPLOYER. All Employees shall report at the beginning of their employment with sharp tools.

5.31 No power tool shall be used by any employee that is determined to be unsafe after a conference between the Business Representative of the UNION and a representative of the EMPLOYER.

5.32 At any time EMPLOYER'S tool and material cribs are used on jobs and an employee is responsible for issuing tools, equipment and materials to members of the Bargaining Unit, an employee shall be placed in charge of facilities so that tools or equipment are maintained in good order and materials are issued properly.

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

5.34 Hours of Labor - Holiday - Overtime Pay. Eight (8) hours shall constitute a day's work, and forty (40) hours shall constitute a week's work. Regular daily working hours shall be between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday, with one-half (½) hour off from 12:00 noon to 12:30 p.m. for lunch. The Employer, without an adjusted workday in place, may begin work at 6:00 A.M. provided that the first hour of work is paid at the rate of time and one-half and all hours worked after 3:30 P.M. are paid at the rate of double time. 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.

All overtime will be double time except the two (2) hours after the regular or adjusted workday, and the first 8 hours of work performed on Saturday, which will be compensated for at time and one half (1-1/2). Over eight (8) hours on Saturday will be paid at double time. No Employee shall work after the regular established payday without receiving his wages in full each week. Authorized Union Representatives will have the right to inspect members' check/checks to see that proper wages and overtime are being paid. If mutually agreed, the hour of starting may be changed. No overtime work will be performed including Saturday, Sunday or holidays unless permission is granted by the Business Representative of the Local Union in the area where the work is to be performed.

5.35 All work performed on Sunday and the following holidays (or days celebrated as such) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, shall be compensated for at double time.

5.36 The lunch period may be adjusted at the Employer's option during the placement of concrete to begin any time between 12:00 noon and 1:00 p.m. This is a deviation from the regular lunch of 12:00 noon to 12:30 p.m.

5.37 No overtime will be performed including Saturday, Sunday or holidays, unless permission is granted by the Business Representative of the Local Union in the area where the work is to be performed. On unscheduled overtime in excess of two (2) hours, EMPLOYER shall pay for Employee's dinner, which shall be a hot, full meal and paid one-half (1/2) hour's time to each. When EMPLOYER and Employee agree, the above may be waived for one hour, double time, above hours worked. The above shall repeat every four (4) hours.

5.38 Foremen. There shall be a carpenter's foreman on all jobs and in or working out of all shops. A foreman will be any man giving orders to one (1) or more men and shall be paid foreman's wages. No foreman shall use profane or abusive language to Members working under his direction or discharge a Member for upholding working rules or conditions. No foreman shall give orders to more than ten (10) men. No carpenter's foreman shall be allowed to use his tools, giving orders to ten (10) or more men. Carpenters are not to take orders from any foreman that does not belong to the United Brotherhood of Carpenters and Joiners of America.

5.39 Carpenter's Foremen shall receive wages at ten percent (10%) per hour above wages otherwise provided of the highest journeyman they are giving orders to. All General Foremen shall receive wages at twenty percent (20%) per hour above wages otherwise provided. All Foremen must be members in good standing of the Brotherhood.

5.40 Millwright's Foremen shall be on jobs where Millwright work is to be done. One (1) Millwright Foreman shall not be permitted to handle more than one (1) crew or six (6) men. Where two (2) or more Millwright Foremen are employed, there shall be a General Millwright Foreman. A Millwright Foreman shall not be allowed to use his tools when giving orders to four (4) or more men.

5.41 Pile Driver's Foremen and their crews may handle only one (1) rig. On a job where there are two (2) or more Pile Driver Foremen, there shall be a General Foreman. The General Foreman shall not handle a crew or carry any journeymen's time.

5.42 Foremen from Bargaining Units. Whenever a foreman or general foreman is chosen by the EMPLOYER, he shall be a person from the Bargaining Unit.

5.43 Shift Work. When shift work is desired, the EMPLOYER agrees to notify the Business Representative of the Local Union, in writing, at least one (1) week prior to beginning such shift work. In any project involving shift work, the job must operate at least five (5) consecutive days. The Business Representative and the Job Steward shall be notified at the beginning and end of work.

In the event Davis Bacon/prevaling wage projects require shifts to occur at times other than those specified in this Article because of traffic congestion, public safety, municipal requirements or other situations; different shifts and starting times can be established upon mutual agreement by the contractor and Union provided a pre-job conference takes place between the Mid-America Carpenters Regional Council and the Employer and permission is granted by the Mid-America Carpenters Regional Council.

When work to be performed in occupied buildings is of such a nature that it is not appropriate or practical during the regular workday, such as renovation, alteration and modernization, such work may be performed at an adjusted time, providing a pre-job conference takes place between the Mid-America Carpenters Regional Council and the Employer and permission is granted by the Mid-America Carpenters Regional Council.

Contractors utilizing the aforementioned provisions for occupied buildings or Davis Bacon/prevaling wage projects shall notify the Mid-America Carpenters Regional Council by requesting the pre-job conference

on the form provided by the Mid-America Carpenters Regional Council. In such event, the following provisions shall also apply:

By Mutual consent of the Employer and Union, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. However, the adjusted shift shall run a minimum of three (3) consecutive days.

All employees working under this provision shall receive eight (8) hours pay for seven (7) hours work. Any and all work in excess of seven (7) hours of work in this provision shall be paid at a rate of double time.

An Employer who violates this section shall pay as a penalty double time for all hours worked.

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

5.45 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.

5.46 Provisions governing stand-by on three-shift basis; this will also be covered by the same rules as the three-shift schedule except that the contractor may utilize only equal number of men on each shift. These men MAY NOT be employed on regularly scheduled work. They are employed on stand-by for emergency work only.

5.47 In the event permissible shift work does not fulfill the requirement as stated above, except for conditions beyond the Employer's control, time worked will revert to premium wages (double time) for the second and third shifts.

5.48 No employee in the bargaining unit will be allowed to work more than one (1) shift in any one day. There must be at least twelve (12) hours of time off between each shift and at no time shall employees be allowed to work more than four (4) hours of overtime. When job conditions require overtime in excess of two (2) hours, the Employees will be allowed one-half (1/2) hour paid lunch period during the third hour of overtime to eat a lunch furnished by Employer, where the employer has not notified the employee of overtime on the day before the overtime or earlier. The notice requirement can be either orally, a posting on general bulletin board, or by any other means.

5.49 All shift work done between the hours of 7:00 a.m. Saturday and 7:00 a.m. Monday, and all holidays must be paid for at DOUBLE THE REGULAR SCALE OF WAGES. All overtime on shift work must be paid for at double the regular scale of wages.

5.50 **Union Representation.** It is agreed that only those so authorized by the Union shall be recognized to act for, or in behalf of, the Union and the actions, declaration or conduct of any other person (except those so designated) shall not be considered the acts of the Union or its agent, nor shall they form the cause for any liability whatsoever on the part of the Union.

5.51 Working Beyond Jurisdictional Boundaries. When the EMPLOYER requires employees to work outside the territorial jurisdiction of the Mid-America Carpenters Regional Council, they shall receive the cost of a courtesy card in the district in which they are working. When they do not return home daily, all expenses for room and board shall be paid by the EMPLOYER.

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

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

5.52 Pick Up Time. Members shall be allowed ten (10) minutes pick-up time at the end of each day's work and shall remain on the job until the agreed quitting time. Where job conditions require time in excess of ten (10) minutes, then such additional time as may be required will be allowed upon prior arrangement between Business Representatives, Steward and Contractor's Representative.

5.53 Procurement of Labor. The EMPLOYER shall advise the UNION of all available openings and job requirements at least twenty-four (24) hours prior to the EMPLOYER'S fulfilling such job requirements.

5.54 Contractors not domiciled in this District will be allowed to bring in a Superintendent and a Foreman, the rest being hired from Members in the Mid-America Carpenters Regional Council area and from the Local Union having jurisdiction therein.

5.55 If the UNION elects, a pre-job conference prior to commencement of work shall be held or if the need is for additional men after the job has started, then the conference shall be held before the additional hiring commences if the UNION elects. At the pre-job conference, the EMPLOYER shall advise the UNION of its requirements as to the workmen required in the respective classifications, the probable starting date, duration of the job and the working schedules.

5.56 The UNION shall be given an opportunity to refer qualified applicants for employment.

5.57 Men so referred shall not be given preference or priority by the EMPLOYER over non-referred men and the EMPLOYER shall have the sole and exclusive right of accepting or rejecting the men so referred.

5.58 The EMPLOYER shall be at liberty to hire Employees in any manner under the National Labor Relations Act of 1947, as amended, and the rules and regulations of the National Labor Relations Board, and shall have the right to use certain conditions. The EMPLOYER agrees to notify the UNION when he is in need of Employees and the UNION, when requested, agrees to assist in securing qualified applicants. The selection of applicants for recommendation by the UNION shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, UNION membership, By-Laws, rules' obligation of Union membership, policies or requirements.

5.59 The EMPLOYER agrees to give all applicants fair consideration consistent with the policies of the National Labor Relations Act, as amended. The EMPLOYER shall have sole responsibility of hiring. Employees referred by the UNION shall present an introductory card to the EMPLOYER.

5.60 When the EMPLOYER requests the UNION to recommend job applicants to the EMPLOYER, the EMPLOYER shall specify the type and nature of work to be performed, and the UNION shall exercise due care in ascertaining the competence of the applicant or applicants to be recommended.

5.61 The parties to this Agreement shall post in places where notices to Employees and applicants for employment are customarily posted, all provisions relating to the functioning of this hiring procedure and the UNION shop provisions of the Agreement.

5.62 EMPLOYERS may request former Employees for referral to a job or project, in writing, and the UNION Referral Office shall refer said former Employees to the job or project, provided that they are properly registered applicants in the Referral Office, that they are available for work at the time of the request, and that they have been employed by the requesting EMPLOYER under the terms of this or previous Agreements in the geographical area of the Referral Office within three (3) months prior to the request; and provided, further, that no Employees shall be laid off or discharged to make room for such former Employees.

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

ARTICLE VI MILLWRIGHT TRADE AUTONOMY

6.1 General Working Conditions. Millwrights shall be allowed a minimum of fifteen (15) minutes pick up time. A minimum crew shall consist of one Millwright drawing foreman's pay. When Millwrights or Carpenters are welding or burning, a two-man crew shall be used.

6.2 For every six (6) Employees, there shall be at least one (1) working foreman. When there are two (2) working foremen on any job, one of such individuals shall be designated as the General Foreman per twelve (12) employees, which General Foreman shall be in addition to the individual designated. Section 1(a) Employer shall furnish, if required, all precision levels over twelve inches (12") includes, all calipers over eight inches (8"), outside micrometers over one inch (1") inch inside micrometers over eight inches (8"), all adjustable wrenches over twelve inches (12"), all socket wrenches over one-half (1/2") inch drive box socket and open end wrenches over one and one-fourth inches (1-1/4"), all drills, taps, files, emery cloth, sandpaper, hacksaw blades and hammers over two (2) pounds.

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

6.4 When it is necessary to store Employee tools on the job site during his non-working hours, the Contractor shall be responsible for loss due to fire or burglary at a cost not to exceed the cost to a maximum of eight hundred (\$800.00) dollars. On request of the EMPLOYER, it shall be the responsibility of the Employee when storing tools to furnish a list in duplicate to the EMPLOYER to obtain this protection.

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

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

6.7 Where there are eight (8) or more Millwrights on any one (1) job site, one (1) must be designated a non-working foreman to supervise the work and not work with the tools.

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

6.9 No power or special tools or equipment are to be leased, rented, or loaned to EMPLOYER by a Member while working on the job, nor shall a Millwright be required to loan tools to other crafts.

6.10 Millwright wages shall be governed according to the Carpenter wages as set forth in Article III, Section 2.

6.11 Composite crew work. When called for by National Agreement and signed by the General President, the Carpenters and Joiners, as the term implies, shall receive the highest scale of any craft who is working on a composite basis with them.

6.12 No laborers should be used in conjunction with any Millwright work.

6.13 Occupational Scope. This Agreement covers all Millwright work, including, but not limited to the following: Power rigging and installation of all engine motors, dynamos, generators, turbines, printing presses, conveyors, dryers, air compressors, fans, blowers, pumps, extruders, paper making machines, ball mills, roller mills, hammer mills, elevators, escalators, manlifts, bottling and canning factory equipment or any other mechanical device and installation of flywheels, sheaves, pulleys, or drivers on same. The rebabbiting of all machinery, all cutting, burning, and fabrication of all supports connected therewith. The installation of all laundry, kitchen and restaurant equipment. The repairing of all hand trucks, overhead chain conveyors, and power driven conveyors. Description of one type conveyor: A conveyor is a machine which, after assembled, will perform work the same as any other mechanical machine or equipment. All fabrication, installation, dismantling and maintaining of all conveyors, including screw bolt, bucket, roller, and slate spiral chutes, all channel type free trolley I-beams, and all types of monorails and tramrails, including conveyors built of wood, steel, pipe or fiber, riveted, bolted, welded, and all supports and adjuncts, connected therewith. Fabrication, installation, dismantling and maintaining of chain type, dragline, airveyor, power-driven, pipe-constructed conveyors, including all other supports and adjuncts necessary for installation. Grain handling devices, scales, grain mills, crushers and beaters. All drives, such as rope, belt, chain, friction, gears and rawhide. All driver screens, dodge belts and gears, extractors and expellers, all agitators, barrel hooping machines, sewing machines, and case sealing machines.

6.14 Setting and maintaining of portable mixers; making, setting and drilling and pouring of bolts for installation of machinery and equipment. Coal handling machinery, drive crushers, conveyors of steel, wood, pipe or fiber. Framing and setting of all bridge trees of wood, foundation beams or timbers used for reception of machinery. Handling of hand and power rigging. Erection of wooden derricks to be used by millwrights and installation and dismantling of machinery in flour, cereal, cotton, wool, twine, paper, steel, saw, cement, power houses, sugar refineries, fertilizing plants, ice plants, breweries, distilleries, grain elevators, feed mills and other factories where shafting and machinery is used, all scales, and any other work where millwright tools are used.

6.15 The installation of recreational equipment in connection with bowling alleys, such as pinsetters and related hand power rigging and cribbing required to unload, transfer, assemble, disassemble and set machinery and its adjuncts. The installation of all rigging beams, whether they be temporary or permanent. Pile driving and the handling of all diving equipment and diving. The installation of all airveyors, cable crag-lines and its guides, all hydraulic cylinders and linkage whether they be operated by air, oil, or electricity. Transfer cars and its rails for heat treat or similar furnaces. The installation of X-ray equipment. The fabrication and erection of all scaffolding required for the installation of machinery. Fabrication, setting and dri-packing of all shims, sole plates and machine bases, whether they are steel, wood or fiber for the installation of machinery or its adjuncts. Installation of all precision setting of atomic

reactor intervals. The installation of all dam rollers in its entirety and its adjuncts. The running of all machinery; the covering, making and installing of all skids for machinery regardless if they are wood, steel or fiber and removing of same; the erection and fabrication of all pallet racks; installation of gym equipment such as basketball back stops; installation of load cells, eddy current clutches, indicators and magnetic separators regardless of type; installation of rails for transfer cars, gantry and overhead cranes regardless of size or type; the installation of all material handling conveyors whether they be temporary or permanent; the handling of all optical tooling equipment, transits and precision instruments for the setting of machinery; the installing of anchor bolts; cinch anchors, self-tapping anchors and any device for the securing of machinery and its adjuncts; the forming, grouting and dri-packing of all machinery; the installation of rotary valves, slide valves (mechanical or hand operated) chutes, and spouts regardless of gauge; the steam cleaning of all machinery; handling, cleaning, erecting, installing and dismantling of all machinery and equipment; installation of all escalators, elevators, shoe cleaning machines, and traveling walkways, jet or rocket powered machinery, all drilling, tap-setting, honing, broaching, lapping, the handling, setting and machining of all sole plates regardless of what they support; all drilling, tapping on all equipment and machinery is the work of the millwright; any exterior forms of the containment vessel; the complete setting and leveling by any means of the ring girder or base plus any necessary cleaning, scraping or machining; apertures or openings, including access door frames, etc. in the containment vessel will be rigged, placed, aligned, and secured by any means by Millwrights; the placing, leveling and aligning of the reactor vessel, including the use of optical instruments, laser or maser beams; the installation and securing of biological shields where void is poured with concrete shall be considered a form and shall be placed and secured in its entirety by Millwrights; the precision alignment and leveling, including bolting and cleaning, scraping or machining and the measuring and torquing of bolts; installation of rod pressure housing, push rods and mechanical equipment in connection with same; installation of control rods and drives, shut-down rods and drives and guide sleeves; the field welding in conjunction with the control rod drive housing will be performed by Millwrights. The set up and operation of machine tools on job site, portable or stationary, such as lathes, milling machines, shapers, saws, grinders, etc. used for setting and fitting any equipment. The setting, welding and installation of supporting steel for control rod drives. The handling and installation of cribbing. The assembly of ladle cars. The installation of lubricators and handling of all garage equipment including hoists, wash racks and aligning equipment.

6.16 Divers' Agreement-Supplemental Agreement Governing Marine Divers and Tenders' Rates. The parties hereby incorporated by reference and agree to be bound by the provisions of the United Brotherhood of Carpenters and Joiners of America Diver's Agreement.

ARTICLE VII
WOOD AND RESILIENT FLOOR LAYERS AND FINISHERS:
CARPET LAYERS AUTONOMY
ALUMINUM SIDING APPLICATORS AUTONOMY

7.1 Provisions Governing Wood and Resilient Floor Layers and Finishers. (Applicable only to Employers employing Floor Layers). The floor layers' autonomy is as follows:

7.2 Cutting and/or forming of materials, on job sites or in shop, in preparation for installing floors, walls, stairs, ceiling, fixtures, furnishings, or exterior applications or structures, patios, pool perimeters, areaways or other similar applications such as simulated turf. Installation of resilient floor, wall, ceiling and simulated turf materials including cork, linoleum rubber, asphalt, mastipave, vinyl, metal, plastic, and other similar materials in sheet, interlocking, tile, performed, or seamless compound form of liquid, plastic, epoxy, urethane, or materials of like nature.

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

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

7.5 Installation of all resilient type and carpet type materials on floors, walls, stairs, ceiling, fixtures or exterior applications, on structures, patios, pool perimeters, areaways, all other like or similar applications, and as simulated turf on lawns, golf courses and/or like area.

7.6 The take-up and relaying of all materials in aforementioned jurisdiction.

7.7 All machine and/or hand seaming of materials in aforementioned jurisdiction, whether accomplished by hot iron, cemented, cemented tape, tacked, stapled or sewed method, or job site or in shop.

7.8 All machine and/or hand binding and serging whether performed on job sites or in shop. Drilling of holes for sockets and pins. Drilling of holes, insertion of dowels and placing of slats.

7.9 Installation of metal, rubber, vinyl, wood and/or plastic trim and accessory materials pertaining to all work covered by aforementioned jurisdiction regardless of method of securing and/or fastening.

7.10 Removal of all old material which is to be replaced by material or materials in aforementioned jurisdiction.

7.11 Sanding and necessary preparation of all surfaces to be covered by materials in aforementioned jurisdiction, whether performed by hand or machine.

7.12 The spreading of all adhesives and priming of all surfaces receiving materials listed in aforementioned jurisdiction.

7.13 The washing, waxing, finishing and treating of all materials listed in above jurisdiction.

7.14 The handling, distribution, and unpacking of all materials listed in aforementioned jurisdiction.

7.15 The term "Draperies" shall include the handling, fitting, measuring, and installation of fixtures and other hardware for same.

7.16 The term "Shades and Venetian Blinds" shall include all manner of making, measuring, repairing, sizing, handling, and installation of necessary fixtures and hardware for same.

7.17 Aluminum Siding Applicators. Work under the jurisdiction of aluminum siding applicators shall consist of the application of all aluminum and composition siding coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

7.18 General Working Conditions. No employee shall be permitted to do any piece of work or work on a yardage or squareage basis.

7.19 No linoleum or carpet layer, draper, shades and venetian blind or siding applicator shall be permitted to use his automobile unreasonably for the purpose of transporting Employer tools or materials from the shop to the job or from one job to another.

7.20 Wages. The Resilient Floor, Carpet Layers, Drapers, Shades and Venetian Blinds, and Aluminum Siding Applicators are covered in Article III of this Agreement. All other Articles of this Agreement

covering Carpenters shall also cover Resilient Floor, Carpet Layers, Drapers, Shades and Venetian Blinds, and Aluminum Siding Applicators.

7.21 All hand tools necessary for completing a floor or wall shall be furnished by Employees: knives, underscribers, rollers, tile cutters, kickers, stretchers, handsaws and all related items.

7.22 All power equipment such as electric saws, electric drills, power cutters, electric seam cutters, and all such related items shall be supplied by the EMPLOYER.

ARTICLE VIII PILE DRIVERS

8.1 Provisions Governing Pile Drivers. (Applicable only to Employers employing Pile Drivers). The Pile Driver autonomy is as follows:

8.2 The EMPLOYER recognizes that the UNION claims jurisdiction of the work performed on all pile driving operations, the driving of wood pile and the heading and pointing of same, including (1) the driving of all steel piling, including pipe sheeting, H-beams, I-beams and caissons; (2) the driving of concrete pile, pre-cast or cast in place; (3) the driving of all composite pile; (4) the driving of cofferdams, installation and removal of all bracing and waters in cofferdams and the fabrication of material used in cofferdams; (5) the erection of all trestles, falsework and docks; (6) the job site erecting and dismantling of derricks, A-frames, cranes and gin poles when used in conjunction with pile driving work; (7) all jetties, causeways, riprap, and a-stone from land or water; (8) the cribbing, shoring and underpinning of buildings when pile driving is involved; (9) the job site loading, unloading and distribution of all piling and pile driving equipment; (10) the erection, dismantling and jacking of pile load test; (11) all burning, welding and splicing of piling, including welding of all end plates and bearing plates prior to driving and after installation of piling except for mill fabrication and manufacturing; (12) marine divers, tenders, and underwater construction work; (13) the job site preparation of all barges and scows to be used in pile driving work; (14) the operation of all deck or spud engines and the firing of all boilers on barges or scows; (15) all signaling pertaining to all pile driving work; (16) all other work hereafter awarded to pile drivers.

8.3 Wages. The wages of Pile Drivers shall be governed according to the schedule set forth in Article III.

8.4 General Working Conditions. A crew of pile drivers shall be as follows: enough men to safely perform the job and a foreman. On all floating rigs there shall be at least four (4) men and a foreman; for pulling of pile, the crew shall consist of at least five (5) men and a foreman.

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

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

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

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

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

8.10 A crew shall consist of five (5) journeymen and one (1) foreman or more as needed when assembling and driving shell piles requiring plastic cement or pitch and tar, rubber "O" rings. Show up time on all jobs will be according to Article V, Section 4.

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

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

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

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

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

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

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

8.18 When a man is working in water where hip boots are insufficient, the EMPLOYER shall pay the man a premium of twenty-five cents (\$0.25) an hour for straight time and fifty cents (\$.50) an hour for overtime.

8.19 All employees directed to work for the EMPLOYER must be skilled in their trade.

8.20 Special certification test of a qualified pile driver/welder commences the welding test, he shall be placed on the payroll of the EMPLOYER and be paid pile driver's wages. A qualified pile driver/welder is one who passes a qualification test given by a recognized testing laboratory within the area covered by this Agreement.

8.21 The pile driving crew will be made up entirely of members of the Bargaining Unit.

ARTICLE IX PROTECTION OF PREVAILING WAGES AND CONDITIONS AND OF UNIT WORK

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

9.2 If an EMPLOYER, bound by this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the job site 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 subcontractor to be bound by all the provisions of this Agreement or the

EMPLOYER shall maintain daily records of the subcontractor's Employees' job site hours and be liable for payments to the Fringe Benefit Funds and the Union as provided in this Agreement.

9.3 EMPLOYER, in recognition of the territorial and occupational jurisdiction of the UNION, shall not subcontract or contract out job site work coming within the jurisdiction of the Carpenters Union nor utilize on the job site the services of any other person, company or concern to perform such work that does not pay the prevailing wages under this Agreement. Prevailing wages under this Agreement means an amount equal to the sum of the applicable hourly wage rate and all fringe benefit contributions.

9.4 Any EMPLOYER who sublets any of the work coming within the jurisdiction of the Carpenters shall assume the obligation of any subcontractor to the extent of Carpenter labor employed on work under contract with the EMPLOYER for prompt payment of Employee's wages, Health and Welfare, Pension and Apprentice Training contributions, including reasonable attorney's fees incurred in enforcing the provisions hereof, providing the subcontractor is not bonded as provided herein. The UNION will furnish, upon written request, certification to any EMPLOYER as to whether a subcontractor is adequately bonded, including expiration date of bond and that wages and payments to Health and Welfare, Pension and Apprentice contributions are current.

9.5 Subcontracting. The EMPLOYER agrees that he will not subcontract or assign any Bargaining Unit work to be performed at a job site to any contractor, subcontractor, or other person or parties who is not signatory to this Agreement or who fails to agree, in writing, to comply with conditions of employment contained in the Area Agreement including, without limitations, those relating to Union Security, rates of pay, working conditions, hiring and other matters covered hereby for the duration of the project.

9.6 If an EMPLOYER contracts or subcontracts any work covered by this Agreement to be done at the job site to any person or proprietor who is not signatory to this Agreement, the EMPLOYER shall require such subcontractor to be bound, in writing, by all the provisions of this Agreement for the duration of the project only. Any EMPLOYER, when notified by the UNION, in writing, before the final payment is made, shall assure himself that all wages and fringe benefits have been paid by the subcontractor employing members of the Bargaining Unit. When a contractor is notified by the UNION that a subcontractor is delinquent in payment of wages and/or fringe benefits, the contractor shall withhold final payment to the subcontractor. Notification may be verbal followed in writing if requested by the contractor. Final payment may be released when the UNION verifies that wages and/or fringes have been paid.

9.7 Consistency with Federal Law. All Provisions of this Article shall be interpreted, construed and applied in a legal manner consistent with the laws of the United States and not in conflict thereof. It is the intention of the parties hereto to comply with the provisions of the National Labor Relations Act, as amended, and in the event any provision is declared to be unlawful then it shall become inoperative and void and the parties shall immediately meet to negotiate a legal, mutually acceptable substitute. The other legal provisions of this Agreement shall not be affected thereby.

9.8 Any reference in this Agreement to "he" shall be interpreted to mean "he/she." Any reference in this Agreement to "his" shall be interpreted to mean "his/her."

ARTICLE X WORKER'S AND UNEMPLOYMENT COMPENSATION AND APPRENTICESHIP

10.1 Worker's Compensation/Unemployment Compensation. An EMPLOYER who is a signatory to this Agreement shall be required to maintain adequate Worker's Compensation insurance coverage with a reputable insurance carrier for all of his employees covered by this Agreement and shall provide a certificate of insurance to the Local having jurisdiction thereof.

10.2 In addition, any EMPLOYER who is a signatory to this Agreement and who employs one (1) or more employees shall be required to be covered by and contribute to the Unemployment Compensation Fund of the State of Illinois.

10.3 In the event an EMPLOYER fails to comply with his obligation to maintain Worker's Compensation insurance or Unemployment Compensation coverage as set forth in this Section or furnish adequate proof of such compliance to an authorized Union Representative, the UNION may remove, at its option, his employees from the job. In the event the employees are removed from the job for any of the above stated reasons, the EMPLOYER shall compensate them for all time lost as a result of same.

10.4 Apprenticeship. The parties agree to be bound by the Agreement and Declaration of Trust establishing the Mid-America Carpenters Regional Council Apprentice and Training Program by any present and future amendments thereto and irrevocably designates as his representative on the Board of Trustees, together with the 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.

10.5 Apprenticeship Wage Schedule. All apprentices entering the program after June 1, 2001, will come under the following schedule:

1st year	40% of Journeyman's Scale
2nd year	50% of Journeyman's Scale
3rd year	65% of Journeyman's Scale
4th year	80% of Journeyman's Scale

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

ARTICLE XI ARBITRATION, STRIKES AND LOCKOUTS

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

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

11.3 The arbitration hearing shall begin not later than thirty (30) days after the date of referral to arbitration. Upon completion of the arbitration hearing, the parties may elect to submit written briefs to the arbitrator no later than seven (7) calendar days after the close of the arbitration hearing. The arbitrator shall issue a written decision and findings fourteen (14) calendar days after the completion of the arbitration hearing unless the arbitrator requests written briefs from the parties, in which the time for the arbitrator's decision shall be twenty-one (21) calendar days after the completion of the hearing. This limitation period may only be extended by mutual written agreement of the UNION and EMPLOYER.

11.4 The PAB shall consist of the following four (4) arbitrators mutually agreed upon between the Union and the Employer Association:

Jeanne Vonhof
Brian Clauss
Daniel Nielsen
Robert Perkovich

In the event that any designated arbitrator shall be unable or unwilling to act on the PAB, the Union and Employer Association shall mutually agree and designate a substitute. The grievance shall be sent to the arbitrators in rotation, each grievance being submitted to the next arbitrator on the list following the one to whom the most recently submitted grievance has been sent. Upon submission of the grievance, the arbitrator shall be requested to advise both parties promptly as to his earliest available hearing date or dates. If an arbitrator to whom a submission has been made shall be unable to offer a hearing date earlier than (30) thirty calendar days from the date of delivery of the letter of submittal of a grievance, then, unless the parties agree otherwise, such grievance shall be sent to the next arbitrator in the rotational sequence. If no arbitrator on the list is able to meet the (30) thirty calendar day deadline, then, unless the parties agree otherwise, submission shall be submitted to the listed arbitrator with the earliest available hearing date. The expense of the Arbitrator shall be shared by the parties in equal proportions. The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall have no authority to add to, subtract from or modify any provision of this Agreement. There shall be no strikes, slow downs or withdrawal of men by the UNION while the dispute is being processed through this procedure.

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

11.6 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.

11.7 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.

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

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

ARTICLE XII
SAFETY-HAZARD-WELDING, ETC.

12.1 All Employees shall comply with and abide by the Health and Safety Act and the Health and Safety rules of the Department of Labor, State of Illinois and U.S. Department of Labor, National Health and Safety Act.

12.2 The receiving, care of, and issuing of all "carpenters and joiners" tools, safety equipment, foul weather gear and miscellaneous equipment shall be done by and under the supervision of a journeyman of the craft. This job may be incorporated with the saw filer if the filer has time.

12.3 No Employee will be allowed to work in any ditch, trench or hole where there is danger of caving unless adequate shoring is provided.

12.4 Any ladders, scaffold planks or other scaffolding materials in an unsafe condition will not be allowed to remain on the job.

12.5 Adequate safety measures will be observed at all times when burning or welding is in process. A FIRST AID KIT SHALL BE KEPT ON ALL JOBS.

12.6 It shall be a duty of the Steward to report to the EMPLOYER any time proper safety precautions are not being observed. If immediate steps are not taken to correct the unsafe conditions, the Steward shall instruct the Employees not to continue any work that will endanger their lives and report his actions to the EMPLOYER and the Business Representative.

12.7 An accurate report of absorption or amounts of radiation the men, covered by this Agreement, on any job are exposed to shall be filed with the UNION on a semi-monthly basis by the EMPLOYER.

12.8 It is agreed that, when Employees covered by this Agreement are engaged in any type of welding or burning, adequate safety precautions will be used and, when not confined to an open bench or cleared booth area, an employee covered by this Agreement shall be assigned to keep close watch over the welding and burning to eliminate any hazard from fire and shall be considered a welder helper. Protective clothing (gloves, coats, sleeves, aprons, pants) and safety protective equipment (such as welding hoods, goggles, air arc shields, etc.) to be furnished by the EMPLOYER to the Employees who are engaged in welding or burning.

12.9 If an Employee covered by this Agreement sustains an accidental injury arising out of his employment which requires immediate medical care off the premises during working hours, such Employee shall be paid his regular wages for the time necessarily spent in going to a physician's office, medical center or hospital, as well as time required to return to the job site. Except in unusual circumstances, these provisions shall be effective only on the date of the injury, unless subsequent visits during working hours are required by the EMPLOYER'S physician. When it is necessary for an Employee to be taken to a hospital immediately following an injury, he shall be taken to the hospital nearest to the job site at the EMPLOYER'S expense. In all cases of injury or death, a full workday's pay shall be received for the day of the injury or death occurred on the job.

12.10 Safe and adequate transportation from a job site following an injury, other than for a minor injury, shall be furnished by the EMPLOYER. 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 a person that belongs to the United Brotherhood, who shall be compensated at his regular rate for such service.

ARTICLE XIII MOST FAVORED NATIONS

13.1 In no event shall any EMPLOYER be required to pay higher wage rates or be subject to more unfavorable wage rates, contract terms or work rules than those agreed to by the UNION in any written collective bargaining agreement with any other construction industry employer within the contract territory entered into subsequent to the effective date of this paragraph. In no event shall contract terms or work rules granted any subtrade be applied to general carpentry or any other subtrade. However, all employers operating within a subtrade shall have the benefits of this provision within that subtrade. This paragraph shall not apply to any national, international or state Agreement. This paragraph applies only to Employers represented by MARBA and to work within the geographic area covered by the Basic Agreement as set forth in Article I of this Agreement.

13.2 It is further understood by and between the parties that it may become necessary for the Union, in its sole discretion and option, to determine additional zones, or areas within a zone, where a different wage rate or other conditions of employment is applied for single family dwellings. It is understood by and between the parties that should the Union exercise its option to have a different wage package or other conditions of employment for single family dwellings that such action on the part of the Union shall not be a violation of Article XI of this Agreement and any changes granted apply to all employers in the Zone covered by this Agreement.

13.3 Nothing herein shall be construed as allowing any employer party to this Agreement to pay an amount less than the wages or benefits of this Agreement or to change the employment standard provided herein.

ARTICLE XIV SUBSTANCE ABUSE AND RECOVERY PROGRAM

14.1 The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The EMPLOYER and the UNION seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all its employees.

14.2 Definitions

- (1) **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 company. Construction job sites for which the company has responsibility are included.
- (2) **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.
- (3) **Employee** – Individuals who perform work for the EMPLOYER, including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- (4) **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.
- (5) **Incident** – An event which has all the attributes of an accident, except that no harm was caused to person or property.
- (6) **Reasonable Cause** – Reasonable cause shall be defined as excessive tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

14.3 Confidentiality

- (1) All parties to this policy and program have only the interests of employees in mind, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for an employee during the employee's recovery period. If an employee volunteers for help, the company will make every reasonable effort to return the employee to work upon the employee's recovery. The company will also take action to assure that the illness is handled in a confidential manner.
- (2) All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".
- (3) 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.
- (4) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- (5) The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

14.4 Rules-Disciplinary Actions-Grievance Procedures

1. Rules – All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- a. Use, possesses, dispense or receive prohibited substances on or at the job site;
or
- b. Report to work with any measurable amount of prohibited substances in their system.

2. Discipline – when the company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

- a. Applicants testing positive for drug use will not be hired.
- b. Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- c. Employees who refuse to cooperate with testing procedures will be terminated.
- d. Employees found in possession of drugs or drug paraphernalia will be terminated.
- e. Employees found selling or distributing drugs will be terminated.
- f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to terminate.

3. Prescription Drugs – Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with an employee's physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate an employee's needs by making an appropriate re-assignment. However, if a re-assignment is not possible, an employee will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

4. Grievance – All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreement.

14.5 Drug/Alcohol Testing

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

- a. A pre-employment drug and alcohol test may be administered to all applicants for employment;
- b. A test may be administered in the event a supervisor has reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- c. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;
- d. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period;
- e. Employee may also be tested on a voluntary basis;
- f. Random drug testing conducted under the policy and procedure contained in Section 15.7.

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

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

The company will bear the costs of all testing procedures.

14.6 Rehabilitation and Employee Assistance Program

1. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company will assist the employee to enroll in 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.

2. 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.

3. Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will than result in disciplinary action as previously outlined in this policy and program.

14.7 Random Drug Testing Policy and Procedures

The Random Drug Testing Policy and Procedure are as follows:

1. Employees Subject to Testing

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

2. Random Rate

Random testing may be conducted as follows:

(a) Once per calendar month the EMPLOYER may randomly test a portion of the bargaining unit members working for the company.

(b) The EMPLOYER shall maintain sufficient records of testing to allow the UNION to determine whether the provisions of this Article are in compliance.

3. Selection Period

(a) The selection period is an interval within the program period for which a given number of random selections are performed. The frequency of selection shall be once during each calendar month, although the actual specimen collection may occur on any working day within that calendar month.

(b) Each individual company shall submit a current employee list for each selection period to a Third Party Administrator that will computer-generate a list of randomly-selected employees.

(c) Each individual company shall designate the specific day and time within the selection period the sample is to be collected for each employee selected. To ensure the deterrent effect of random testing, testing shall be spread out through the selection period and include a representative sample of all work days, including weekends and holidays when feasible. In no event shall an employee be required to submit to testing when the employee is not physically present on the jobsite or employer office and engaged in bargaining unit work for the company. Moreover, in order to be tested, the employee must be scheduled to perform bargaining unit work on a jobsite on the date the testing is to occur.

4. Testing Procedures

(a) The cost of all tests, specimen collection and random selection shall be borne by each individual company. Each company shall pay the employee for all time spent complying with Section 32.7, including travel to and from the collection location and time spent for testing. Each randomly-selected employee shall be responsible for getting to and from the collection site in a timely manner. Failure of the employee to get to the testing site in a timely manner shall be deemed a refusal to be tested unless the employee can demonstrate by clear and convincing evidence that the failure to so appear was outside the employee's control. The EMPLOYER shall be responsible for transporting any Employee who does not have an individual means of transportation.

(b) Each individual company may elect to have the employee finish his work day at the collection location. Overtime provisions of the Agreement shall apply.

(c) Employees are required to cooperate in all specimen collection and/or testing procedures. This shall include providing a sample either on the job-site or

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

5. Testing

(a) The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health and Human Services - Substance Abuse and Mental Health Service Administration (SAMHSA).

(b) Specimen samples shall be collected at the third party administrator collection location or at the job-site by a third party administrator who has been properly trained to collect specimen samples to meet guidelines established by the Department of Transportation.

(c) A split sample shall be secured from each employee tested. When a urine sample is taken, the sample will be collected in a single container and then split into two containers by the collector. When an oral swab is taken, the collector shall swipe into two separate swabs and keep each swab separate.

(d) All initial tests will be tested by the accepted industry standard screening methodology appropriate for the type of specimen. All initial positive tests shall be confirmed by gas chromatography/mass spectrometry (GC/MS) or the appropriate industry standard confirmatory methodology appropriate for the type of specimen.

(e) Urine and/or oral fluids may be tested.

(f) Testing for alcohol shall be at the option of the company. Testing for alcohol shall follow 49 CFR Part 40 Subparts J and K Procedures for Transportation Workplace Drug and Alcohol Testing Programs for the Department of Transportation, as that provision may from time to time be amended.

(g) All illegal drugs, controlled substances, look-alike drugs, and designer drugs, may be tested for.

(h) Use of prescription drugs outside the parameters of the prescription and physician's advice may be tested for.

(i) The United States Department of Transportation levels for "positive" or "negative" drug test results shall be the standard where applicable. Alcohol test results of .02 and higher shall be treated the same as a positive test result.

(j) All confirmed positive test results shall be reviewed, verified and reported to each company by a Medical Review Officer (MRO). The MRO shall not review positive alcohol tests reported from a breathalyzer.

**ARTICLE XV
WORK RULES COMMITTEE**

15.1 (a) The Union and the Association together shall create a Work Rules Committee consisting of an equal number of members representing each party with no more than three (3) persons from each.

Alternate members may be appointed. The purpose of this Committee shall be to consider, discuss, and propose, under appropriate circumstances, work rule modifications that benefit the carpentry industry and its signatory contractors

(b) No discussions by or meetings of the Committee shall be considered a reopening of the contract.

(c) Any work rule modifications proposed by the Committee must be ratified by the Mid-America Carpenters Regional Council and the Mid-America Regional Bargaining Association.

ARTICLE XVII AGREEMENT AND EXPIRATION

16.1 Entire Agreement of the Parties. This represents the entire Agreement of the parties, it being understood that there is no other Agreement or understanding, oral or written. The EMPLOYER understands that the UNION is a fraternal society and, as such, in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the UNION or with respect to any other matters for its own use. However, such rules or regulations, whether contained in By-Laws, Constitution, or otherwise, shall have no effect, directly or indirectly, upon this collective bargaining agreement, any employment relationship or the relationships between the parties.

16.2 If an EMPLOYER withdraws from a Multi-Employer Association that is a signatory to this Agreement, the EMPLOYER must notify the UNION, in writing, of such withdrawal. But withdrawing from the Association, the EMPLOYER agrees to be bound to this Agreement for the remaining term of the Agreement until the EMPLOYER notifies the Union, in writing, of the desire to negotiate an individual Agreement.

16.3 This Agreement and its provisions thereof shall be in full force and effect beginning June 1, 2024, for Fringes and Wages and shall continue in full force and effect and be automatically renewed thereafter unless either party desires a change in the provisions of this Agreement, in which event they shall notify the other party of such desired change or changes one hundred twenty (120) days prior to the expiration date of this Agreement, which shall be May 31, 2029.

IN WITNESS WHEREOF, the parties have executed this contract effective as of the dates indicated.

**MID-AMERICA CARPENTERS REGIONAL
COUNCIL**

Kevin McLaughlin
Executive Secretary Treasurer

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

Seth Gudeman
Chairman of the Bargaining Committee



EXHIBIT 5

AGREEMENT

between

KANKAKEE CONTRACTORS ASSOCIATION, INC.

and

CHICAGO REGIONAL COUNCIL OF CARPENTERS
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Effective

June 1, 2020 – May 31, 2025

AGREEMENT

THESE ARTICLES OF AGREEMENT are made and entered into effective the 1st day of June 2020, through May 31, 2025, between KANKAKEE AREA CONTRACTORS ASSOCIATION, INC. engaged in building construction, hereinafter referred to as the EMPLOYER, and the CHICAGO REGIONAL COUNCIL OF CARPENTERS, hereinafter referred to as the UNION. When the term "Employee" or "Employees" is used in this contract, it shall mean only such employees as are covered by this contract.

PURPOSE OF CONTRACT

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

SCOPE OF WORK

This contract covers all Employees of the EMPLOYER signatory to this contract engaged in work in Kankakee and Iroquois Counties properly coming under the jurisdiction of the UNION and classified as Building Construction. IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

Section 1. Recognition: The EMPLOYER agrees to recognize the UNION as the sole and exclusive bargaining agent for all of those Employees engaged in performing work properly coming under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

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

Section 2. Employer's Responsibility:

- (a) The parties hereto being in the Construction Industry qualify under the provision of Section 8 (c) of the National Labor Relations Act, 1947 as amended.
- (b) EMPLOYER shall not contract or subcontract 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 subcontracting of work to be done at the site of construction, alteration, painting or repair of a building, structure or other work.
- (c) EMPLOYER, in recognition of the territorial and occupational jurisdiction of the UNION, shall not subcontract 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.

- (d) Any EMPLOYER who sublets any of the work coming within the jurisdiction of Carpenters shall assume the obligations of any subcontractor 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, Supplemental Retirement, Apprentice Training, Industry Advancement, Labor/Management Promotion and UBC National Fund contributions, including reasonable attorney fees incurred in enforcing the provisions hereof, provided the subcontractor is not bonded as provided for in Article II 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, Supplemental Retirement, Apprentice Training, Industry Advancement, Labor/Management Promotion Fund and UBC National Fund contributions are current. If the Employees are withdrawn from any job in order to collect contributions to the Carpenters Health and Welfare, Pension, Supplemental Retirement, Apprentice Training, Industry Advancement, Labor/Management Promotion and UBC National Fund, 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 subcontractor by the UNION by registered mail.
- (e) A Business Representative of the UNION may remove the Employees of an EMPLOYER who is in violation of this Subcontracting Provision provided that the signatory employer is notified in writing (delivered by facsimile, hand delivery, or any means that ensures actual receipt by the signatory contractor) at least forty-eight (48) hours prior to the removal and that the signatory contractor is provided the opportunity to submit a joint check payable by the signatory contractor for the delinquent amounts. In addition, a Business Representative of the UNION may remove the employees of an EMPLOYER who is delinquent on the fringe benefit contributions required under Article VI and XII if full payment is not received within seventy-two (72) hours' notice of the delinquency. This Article shall not be subject to the Settlement of Disputes provision contained in Article VII. The parties expressly agree to the right of the UNION to withdraw bargaining unit employees for the failure to maintain a bond as required under this Article and under Article II.
- (f) The EMPLOYER agrees to furnish the UNION, upon request, names, addresses and telephone numbers of his carpentry subcontractors.

Section 3. Union Security: All present Employees who are or become members of the UNION shall remain members in good standing as a condition of their employment. All present Employees who are not members of the UNION and all Employees who are hired hereafter shall become and remain members in good standing in the UNION as a condition of their employment not later than eight (8) days following the beginning of their employment or the effective date of this contract, whichever is the later, as authorized by the National Labor Relations Act (b). Upon written notice from the UNION notifying the EMPLOYER of the failure of any Employee covered by this contract to complete or maintain his membership because of non-payment of dues, the EMPLOYER shall, within twenty-four (24) hours of such notice, discharge said Employee.

Section 4. Protection of Prevailing Wages and Conditions and of Unit Work:

- (a) **Application:** The EMPLOYER and UNION have elected to come under the provision applicable to the construction industry contained in Section 8 (c) of the National Labor Relations Act, as amended.
- (b) **Cease Doing Business:** The EMPLOYER shall cease performing work on any project where

a carpenter working on the project for another employer who is not covered by a collective bargaining agreement.

- (c) **Scope of Foregoing:** Sections 1 and 2 of this Article relate solely to contracting or subcontracting of work to be done at the site of the construction, alteration or repair work of a building, structure or other carpenter work.
- (d) **Consistency with Federal Law:** All provisions of this Article shall be interpreted, construed and applied in a legal manner consistent with the laws of the United States and not in conflict thereof.

Section 5. OSHA Hold Harmless: In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the EMPLOYER to ensure the safety and health of its Employees and compliance by them with any safety rules contained herein or established by the EMPLOYER. Nothing in this Agreement will make the UNION liable to any Employees or to any persons in the event that injury or accident occurs.

The EMPLOYER will not engage in litigation against the UNION, on a subrogation theory, contributions theory, or otherwise.

ARTICLE II

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

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

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

Section 3. Bonding:

- (a) All EMPLOYERS shall furnish a minimum cash or bond deposit in the following amounts:

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

This cash or bond deposit shall be deposited with the UNION to be placed in escrow to insure prompt payment of wages, fringe benefits, deductions, contributions, delinquency payments damages, fees and assessments as required by this Agreement. However, those EMPLOYERS who employed carpenters represented by the UNION during the previous twenty-four (24) months and who have made all the payments hereto stated without more than

once having been in default are hereby exempt from furnishing a deposit until such time as they become in default in payment. The term "default" shall mean that payments due have not been made in the correct amount and in a timely manner.

- (b) Any EMPLOYER who has ceased all employment within the jurisdiction of this Agreement must submit a written request for refund of the initial cash deposit. A refund will be made after it has been determined that all wages, fringe benefits, deductions, contributions and delinquencies have been paid.
- (c) This Article shall not be subject to the Settlement of Disputes provision contained in Article VII.

Section 4. Payment to the Funds:

Payment to the Fringe Benefit Trust Funds is to be computed at the end of each month, recorded on the form prepared for this purpose, and payment in full postmarked no later than the 15th day of the following month unless the 15th of the month falls on a Sunday or holiday, the next business day will be acceptable; after which time the payments will be considered delinquent.

Section 5. Delinquencies in Payments:

- (a) In addition to the remedies outlined in Article I, Section 2 (e) and (d), when the unbonded EMPLOYER becomes delinquent in payment of fringes, deductions and contributions as required by this Agreement, he shall be assessed ten percent (10%) of the gross payment due or Ten (\$10.00) Dollars, whichever is greater. He shall be sent a notice of his delinquency and, if full payment is not received within seventy-two (72) hours, all Employees may be removed from all the EMPLOYER'S jobs by the UNION to enforce such payment and penalties.

Once the EMPLOYER is more than thirty (30) days delinquent in payment or penalties, an additional two (2%) percent a month will be assessed until all delinquencies are paid in full.

- (b) When an EMPLOYER who is bonded becomes delinquent in payment of fringes, deductions and contributions, those in charge of the funds shall immediately notify the EMPLOYER. Within seventy-two (72) hours after notifying the EMPLOYER, the bonding company will be notified that procedures in Paragraph (a) (above) are being instituted. Those in charge of the Funds shall have the authority to collect from the bond deposit to pay the EMPLOYER'S delinquencies. EMPLOYER will be given seventy-two (72) hours to replenish the deposit.

All other expenses, including reasonable attorney's fees and court costs incurred by the Funds in the collection of delinquencies, shall be assessed against and paid by the delinquent EMPLOYER. The remedies provided herein shall be exclusive of any other remedies available to the UNION or to the Trustees of any particular Fund and shall have no effect upon any such remedies.

Section 6. Union Representatives: Representatives of the UNION shall not be denied access to the EMPLOYER'S office or to any part of the EMPLOYER'S project for the transaction of contract-related business with the EMPLOYER or the Employees covered by this contract except for Government or Federal security reasons.

Section 7. Steward: The EMPLOYER agrees to recognize the sole right of the UNION Business Representative to appoint a steward from Local Union #174 to all jobs and/or shops. Said Steward shall be a working journeyman, qualified to perform the type of work in progress at the job or shop. He shall be allowed sufficient time to carry out his UNION duties during working hours at no loss of pay. His duties shall be to see that all employees covered by this contract are members of the UNION in good standing and shall act as Safety Person to hear and attempt to adjust disputes and grievances and, in case of accident, to see that the Employee's belongings are cared for. Loss of time in caring for sick or injured Employees shall be paid for by the EMPLOYER in an amount not to exceed three (3) hours at straight time.

A Steward must be a member in good standing of Local Union #174. In the event a Steward is laid off and other employees covered by this contract are still working and his lawful activities on behalf of the UNION are found to be the cause of such discharge, he shall be reinstated in the same capacity with back pay and benefits.

In no instance shall the Steward be discriminated against because of his affiliation with the UNION or because of his activities on behalf of the UNION. In no case shall a member be discharged from any job because he is acting or has acted as Steward. Should a member be discharged for this reason, the Business Representative must and shall stop all carpenter work on such job or for such contractor until the discharged member has been reinstated. The Steward is not authorized to collect any money.

The Steward and a representative from the EMPLOYER shall be the sole judges of whether work shall continue because of weather but, if work is stopped because of weather and the EMPLOYER wishes the Employees to remain, he shall continue to pay them the scale for the time he keeps them on the job waiting.

Section 8. Medical Treatment or Doctor's Aid: An Employee with a work-related injury, permitted by his EMPLOYER to return to work before receiving a release from the doctor, will be allowed a maximum of five (5) visits when ordered by the doctor for medical treatment. Said visits shall be on EMPLOYER'S time after 3:00 p.m. and a maximum of one and one-half (1-1/2) hours pay shall be allowed for each visit. Any further medical treatment which might be required will be done on the Employee's own time before or after working hours with a doctor mutually agreed to by the Employee and the EMPLOYER.

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

ARTICLE III GENERAL WORKING RULES AND CONDITIONS

Section 1. All Employees covered by this contract shall leave the company tool house on the job site at the regular starting time, and shall cease work in time to return to the tool house by the regular quitting time; at no time shall the time allowed be less than five (5) minutes. The Steward shall determine the time necessary for a return trip.

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

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

There shall be a ten (10) minute paid coffee break mid-morning and a ten (10) minute coffee break mid-afternoon and under no conditions shall these privileges be abused by either party, management or labor.

Section 2. Sheds or other facilities shall be adequate for the assembly of all Employees covered by this contract during lunch periods, before and after working hours, when such Employees are preparing for work or are preparing to leave the job at the close of the day.

Suitable heating facilities shall be provided during cold and inclement weather.
Suitable drinking water and toilet facilities shall also be provided.

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

Section 4. All Employees shall have their tools sharp when they report to work on the job.

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

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

If it is decided that a tool sharpener is needed on a job, the tool sharpener shall be an Employee on that job covered by this contract.

No Employee covered by this contract shall be permitted to furnish, loan, lease or rent to the EMPLOYER any equipment or tools of any description.

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

Section 5. All operators of woodworking machinery must be journeymen. Employees covered by this contract, except an apprentice may be permitted to operate such machinery while working with and under the direct supervision of a journeyman carpenter.

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

Section 6. Employees covered by this contract shall do all cutting and welding whether acetylene or electric, when used in connection with any work coming under the jurisdiction of the UNION.

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

ARTICLE IV

Section 1. Weekly Pay Day: The EMPLOYER agrees to establish a Weekly Pay Day and to furnish with each payroll check or currency payment a full Statement of Deductions. If payment is made by check, the EMPLOYER shall be liable for any exchange charges. Whenever the regular pay day falls on a recognized holiday, the Employees shall receive their pay the day before such holiday. No more than four (4) working days' pay shall be held back from the last working day of a work week.

Payment of wages shall be made on the job during work hours or by direct deposit authorized by the Employees. If the Employees are kept waiting after quitting time, they shall remain on the job at the rate of time and one-half (1-1/2) until such time as payment is made unless mutually agreed between EMPLOYER and Employee.

Section 2. Lay Off/Discharge. When an Employee quits of his/her own accord, they shall receive their pay at the next regular pay day.

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

ARTICLE V

Section 1. Work Day, Work Week and Overtime: Eight (8) hours shall constitute a regular day's work, Monday thru 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. Time worked by an Employee in excess of the regular eight (8) hours per day shall be paid at the rate of time and one-half (1-1/2).

The UNION will grant an adjusted work day (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 work days must remain in effect for the duration of the EMPLOYERS work unless otherwise agreed by the Business Representative. In no case should the job begin before 6:00 a.m.

All work performed on Saturday shall be paid for at the rate of time and one-half (1-1/2).

All work performed on Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day (to be observed on the Friday after Thanksgiving), Thanksgiving Day and Christmas Day - or any day celebrated as such - shall be paid for at the rate of double time. This double time rate shall commence at 11:00 p.m. Friday or on the day preceding a holiday and shall end at 7:00 a.m. on the day following the holiday or the day recognized as a holiday.

When overtime is necessary, the Steward will be responsible for overtime permits and notifying the Business Representative. The Steward will be included in the work.

No work shall be performed on Labor Day except to save life or property. Permission must be secured from the Business Representative of Local Union 174 for any work performed on any aforementioned holiday, or days celebrated as such.

Section 2. Shift Work: When shift work is scheduled on any project, the EMPLOYER agrees to contact the Business Representative of Local Union 174 at least forty-eight (48) hours before such shift work is started in order that he may have ample time to secure Employees, necessary for such work. It is understood and agreed that shift work will not be scheduled on any project involving less than two (2) consecutive days of work.

When shifts have been scheduled, the first shift shall be employed between the hours of 7:00 a.m. and 3:30 p.m. at the regular minimum wage rate. Shifts employed between any other hours shall be considered as second or third shifts.

The second shift shall be worked between the hours of 3:30 p.m. and 11:00 p.m. Employees on the night shift shall receive eight (8) hours of pay at the regular hourly rate for seven (7) hours of work.

The third shift shall be worked between the hours of 11:00 p.m. and 6:30 a.m. Employees on the night shift shall receive eight (8) hours of pay at the regular hourly rate for seven (7) hours of work.

A lunch period of thirty (30) minutes shall be allowed on each shift.

Shift clause shall apply on a regular work week only. All other work performed, on Saturday, Sunday or holidays, and all hours worked other than their regular shift hours, shall be paid according to the overtime provisions in this understanding.

There shall be no pyramiding of overtime wage rates, and the overtime rate shall be the maximum compensation for any hour worked.

If other hours and conditions are to be observed with respect to shift work, it shall be by mutual consent of the EMPLOYER involved and the Business Representative.

In the event that Employees are changed from one shift to another, there shall be eight (8) hours lapse between shifts; otherwise overtime wage rate shall be applicable.

If the EMPLOYER is required to perform work which cannot be performed during regular working hours, an Employee(s) may work a special eight (8) hour(s) shift.

Any hours worked on a special shift between the hours of 3:30 p.m. and 7:00 a.m. shall receive premium pay of twelve and one-half (12.5%) percent per hour. This provision shall apply between the hours of 12:31 a.m. Monday through 12:00 p.m. Friday. All other work performed on Saturday, Sunday or holidays shall be paid at the applicable overtime rate.

The EMPLOYER'S request for this special shift must include the starting date, the approximate number of Employees involved, and the estimated conclusion date.

Section 3. Reporting Time: Any foreman who hires more Employees than he needs and does not put them all to work, weather permitting, must pay those not employed for four (4) hours' work.

Any Employee reporting for work and not put to work shall receive two (2) hours of pay, unless notified the night before or in ample time in the morning, providing that the Employee is

dressed suitably for his job and has a normal complement of tools as provided in this Agreement.

If an Employee starts to work or remains on the job for longer than two (2) hours, he shall receive no less than four (4) hours of pay. If work continues after the first four (4) hours, the Employee shall be paid for actual hours worked to the next full hour (Example: four and one-half (4-1/2) hours worked, five (5) hours of pay).

Section 4. Premium Work: All work performed on scaffolds, towers, elevators, slip form construction, the erection, repair, alteration or dismantling of same, which such work occurs at an elevation. The provisions of the Articles pertaining to premium pay for high work are to be modified to provide a Fifty (\$0.50) Cents per hour premium for work performed over fifty (50) feet and Seventy-five (\$0.75) Cents per hour for work performed over seventy-five (75) feet.

All scaffolding built upon flat roofs or permanent in flat-decks which are at or above the fifty (50) foot elevation, or are higher than the shortest distance from the base of scaffolding to the edge of roof or deck, shall be paid for at the premium rate of pay (Any roof with more than a one and one-half (1-1/2) inch rise to the foot shall not be considered a flat roof).

The EMPLOYER agrees to pay Twenty-five (\$0.25) Cents per hour or a minimum of One (\$1.00) Dollar per half shift above the minimum journeyman wages for handling, fabricating, or erecting any material including piling treated with creosote or any solution which will cause burns or skin irritation, excluding allergies.

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

Section 5. Traveling Expense: When Employees, covered by this contract, are required by the EMPLOYER to work outside the territorial jurisdiction of the UNION signatory to this contract, they shall receive an allowance for traveling equal to straight time for traveling one way, plus the cost of a permit in the district in which they are working and shall receive the highest wage prevailing in either district. When they do not return home daily, one-half (1/2) expense for room and board shall be paid by the EMPLOYER.

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

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

ARTICLE VI

Section 1. Wage, Benefit and Dues Check-Off Rates:

The economic package will increase as follows:

EFFECTIVE JUNE 1, 2020 - Total compensation package to increase by three and one-quarter (3.25%) percent. \$2.46

EFFECTIVE JUNE 1, 2021 -Total compensation package to increase by three and one-quarter (3.25%) percent. \$2.54

EFFECTIVE JUNE 1, 2022 -Total compensation package to increase by three (3%) percent. \$2.42

EFFECTIVE JUNE 1, 2023 -Total compensation package to increase by three (3%) percent. \$2.50

EFFECTIVE JUNE 1, 2024 --Total compensation package to increase by three (3%) percent. \$2.57

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

Four percent (4%) Dues Check-Off are deducted from wages.

*Reference Article XI.Dues Check-Off

Foreman.....\$2.00 per hour (over minimum Journeyman wage rate)

General Foreman.....\$2.50 per hour (over minimum Journeyman wage rate)

Section 2. Foremen: Any Carpenter giving orders to two (2) or more Carpenters shall be paid foreman's wages, which shall be not less than Two Dollars (\$2.00) per hour above the minimum journeyman wage rate. No foreman shall give orders to more than ten (10) men. All foremen shall be Employees within the bargaining unit. Only foremen, as designated above, are to give instructions to carpenters. When a general foreman is required, he shall receive not less than Two Dollars and Fifty (\$2.50) Cents per hour above the minimum journeyman rate.

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

Section 3. Employers Working: Anyone desiring to work with tools in the scope of carpentry or millwright trades shall be a member in good standing of the United Brotherhood of Carpenters.

Local Union 174 will allow one (1) member from another Local Union to work by permit and all other carpenters or millwrights shall be furnished by Local 174 unless by mutual agreement between the Employer and Business Representative.

Any individual member of Local 174 who contracts work will sign a collective bargaining agreement with the Chicago Regional Council of Carpenters.

Section 4. Apprentices. It is mutually understood by the parties hereto that the use of apprentices shall be encouraged on the following basis:

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

1st year	40% of journeyman's wages
2nd year	50% of journeyman's wages
3rd year	65% of journeyman's wages
4th year	80% of journeyman's wages

All EMPLOYERS who use UNION journeymen (Carpenters) shall be permitted to employ apprentices as follows:

Those employing two (2) journeymen, one (1) apprentice; five (5) journeymen, two (2) apprentices; ten (10) journeymen, three (3) apprentices; thereafter, they may be employed on the basis of one (1) to five (5).

No apprentice shall be allowed to work unless the required number of journeymen are working.

ARTICLE VII

Section 1. Strikes and Lockouts: Except as expressly permitted herein, it is understood between the parties hereto that during the term of this contract, or any renewal period thereof, or during any period thereof, or during any pending arbitration proceedings, or during any negotiations between the parties hereto as to desired changes in this contract, as here provided, there shall be no strikes, lockouts, boycotts, picketing, stopping of work, or a slowdown of work prior to the expiration date of this contract.

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

Section 2. Settlement of Disputes:

- (a) Any dispute as to the proper interpretation and application of this agreement shall be handled in the first instance by a representative of the UNION and a representative of the EMPLOYER who shall meet and attempt to settle such dispute.
- (b) In the event that such dispute cannot be satisfactorily settled within a reasonable period of time, not to exceed ten (10) days, then either party to the dispute may request that such dispute be submitted to arbitration.

The Arbitrator may be selected by the UNION and EMPLOYER. In the event that the UNION and the EMPLOYER are unable to agree on the selection of the Arbitrator within two (2) days after the request for arbitration has been made, then it is agreed that the

following procedure shall apply: the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of five (5) names of individual Arbitrators from which the parties shall, within five (5) working days from receipt of such list, select an Arbitrator by alternately striking off one (1) name from the list and the individual whose name last remains on such list shall be the Arbitrator. In the event the parties do not agree to jointly request such list within two (2) days after the request for arbitration has been made, either party may request that such a list be provided. In the event that either party refuses to act under this selection procedure within the prescribed time limit unless extended by mutual agreement, the other party shall return its list indicating its first and second choice preferences of an Arbitrator, and it is agreed that the Federal Mediation and Conciliation Service shall be empowered to appoint the available Arbitrator in accordance with the preference indicated.

- (c) The Arbitrator shall be empowered to decide the dispute and the decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not, however, be empowered to handle negotiations for a new Agreement, changes in the wage scale or the resolution of jurisdictional disputes.
- (d) Each party shall jointly share the expense of the Arbitrator. There shall be no stoppage of work during arbitration.
- (e) This Section shall not apply to the collection of contributions due to the fringe benefit funds.

ARTICLE VIII

Validity:

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

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

ARTICLE IX

Section 1. Term of Contract: The term of this contract shall be from June 1, 2020, to May 31, 2025, and automatically renewed for one (1) year thereafter unless either party to this agreement notifies the other of a desire to terminate by registered mail by March 1, 2025.

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

In accordance with the provisions of Article IX, Section 2, captioned "Modification," the parties hereto have mutually agreed that this contract shall supersede any and all Labor Contracts previously in effect between the KANKAKEE AREA CONTRACTORS ASSOCIATION, INC. and the CHICAGO REGIONAL COUNCIL OF CARPENTERS. Any Labor Contract entered into prior to this date between the above-mentioned parties is hereby declared to be void and inoperative.

ARTICLE X

Section 1. Trade Autonomy:

- (a) The trade autonomy of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all materials of wood, plastic, metal fiber, cork and composition, and all other substitute materials. The handling, erection, installing and dismantling of machinery and equipment, and the manufacturing of all materials where the skill, knowledge and training of the Carpenter or Joiner are required, either through the operation of machinery or hand tools.
- (b) Our claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the trade: Carpenters and Joiners, Millwrights, Pile Drivers, Bridge, Dock and Wharf Carpenters, Underpinners and Timbermen; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders, Millmen, Floor Layers and Finishers; Shinglers, Siders; Insulators; Acoustic and Drywall Applicators, Loggers, Lumber and Sawmill Workers; Furniture Workers, Reed and Rattan Workers; Casket and Coffin Makers; Box Makers, Railroad Carpenters and Car Builders; and Show Display and Exhibition Workers and Lathers; Scaffolding; Fireproofing; Window installation; Overhead sectional doors; Laying of rubber tile; all Flooring synthetics; Turf material and substitutes; Setting up ice boxes; Installing of office and store fixtures; Application of transite roofing and siding; the Erection of steel houses; Application of insulation; Application of enameled store fronts; Installation of hollow metal trim, doors and bucks, interior and exterior; and those engaged in the operation of woodworking or other machinery required in the fashioning or milling of products used in the trade or engaged as helpers to any of the above divisions or subdivisions of the handling; unloading and distribution of material on any of the above divisions or subdivision. When the term "carpenter and joiner" is used, it shall mean all the subdivisions of the trade.

Millwright:

Millwright work defined for purposes of this agreement is as follows: With the mutual understanding that time and evolution bring about changes in terms of identification of machinery and equipment, and that basically the knowledge skill and ability to perform the work remains unchanged. The description of Millwright work thus qualified as herewith set forth:

Millwright work in its entirety comes under the jurisdiction of this UNION and shall consist of all layout work, repairs and maintenance of same, the setting of all foundation and base plates, anchor bolts; the drilling of all holes for anchor bolts, the erection, handling, placing, adjusting and dismantling of conveyors, monorails, rails, controls, guards, installation of automated equipment including robots, and the use of the forklift for handling material for same. All burning and welding in connection with Millwright work shall be done by Millwrights.

The UNION will, at all times, endeavor to supply qualified Millwrights and Millwright Foremen to the Employer.

There will be a Millwright Foreman on all jobs and when there are six (6) Millwrights on the job, the foreman shall act in a supervisory capacity only and handle a crew of only ten (10) Millwrights. The Millwright Foreman scale of wages shall be not less than One Dollar and Fifty (\$1.50) Cents per hour above the regular Millwright's scale of wages.

On all jobs where there are two (2) or more Millwright Foremen employed, there shall be a Millwright General Foreman and his wage scale shall be no less than Two Dollars (\$2.00) per hour above the regular Millwright scale of wages. Where there are three (3) or more crews of Millwrights, the General Foreman shall not handle a crew.

The hours of work for Millwrights shall be the same as under Article V, and the scale of wages shall be the same as under Article VI, Section 1.

No power tools or special tools or equipment to be leased, rented or loaned to an Employer by any member while working on the job, nor shall any Millwright be required to loan any tools to any other craft.

The Employer will furnish all expendable tools such as drill bits, taps, die nuts, files, hacksaw blades, hammers (3lbs. or over), chisels over one (1) inch, adjustable wrenches over twelve (12) inches, open end wrenches over one and one-fourth (1-1/4) inches, box end wrenches over one and one-fourth (1-1/4) inches, socket sets over one-half (1/2) inch, driver sockets over one and one-fourth (1-1/4) inches, Allen wrenches over one-half (1/2) inch, micrometers over one (1) inch, shaft levels over twelve (12) inches, all metric wrenches and sockets. All power tools or any special tools or equipment shall be furnished by the Employer

The receiving, care of, and the issuing of Millwright tools and miscellaneous equipment and materials shall be done by and under the supervision of a Millwright.

Welding:

It is agreed that, when Employees covered by this contract are engaged in any welding or burning, adequate safety precautions will be used, and that an Employee covered by this

contract will be available, if needed in the judgment of the Steward and the EMPLOYER, to assist in eliminating fire hazards. It is also agreed that, if in the opinion of the Business Representative and conditions justify, he may assign an Employee covered by this contract to keep close watch over the welder to eliminate any hazard of fire.

Protective clothing (gloves, sleeves, apron and pants) to be furnished by the Employer to Employees while engaged in welding or burning

ARTICLE XI

Section 1. Health and Welfare Fund:

- (a) 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 effective June 1, 2020, June 1, 2021, June 1, 2022, June 1, 2023 and June 1, 2024.
- (b) 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.
- (c) The contributions of the EMPLOYER covered by this Agreement shall be used exclusively to provide group insurance and other related Health and Welfare Benefits for eligible Employees and/or their families in such form or amount as the Trustees of the Health and Welfare Fund may determine.
- (d) Payment of EMPLOYER contributions to the Health and Welfare Fund shall be made on the dates and in the manner and form prescribed by the Trust Agreement or as designated by the Trustees.
- (e) The said Health and Welfare Fund is and shall continue to be administered by an equal number of representatives of the EMPLOYERS and of the UNION pursuant to the Agreement and Declaration of Trust heretofore signed by the EMPLOYERS and the UNION, as now in effect and as it may be amended from time to time, in the manner provided in the Agreement and Declaration of Trust. Said Agreement and Declaration of Trust and any present and future amendments thereto are made a part of the Agreement as if set forth herein at length.
- (f) The EMPLOYER shall furnish the Trustees with such information as the names of the Employees, classifications, Social Security numbers, wages, and/or hours worked, and such other information as may be required for the proper and efficient administration of the Health and Welfare Fund.
- (g) The EMPLOYER representatives serving as Trustees, with their successors selected in the manner provided by the Agreement and Declaration of Trust, shall represent all EMPLOYERS in the administration of the Health and Welfare Fund.

- (h) The EMPLOYER may make contributions for all hours worked by the Superintendents and other management personnel for whom contributions to the Health and Welfare Fund were heretofore made when such individuals were employed as journeyman Carpenters. Such contributions shall be made in a monthly amount equal to at least one hundred and sixty (160) times the hourly contribution rate specified in this Article.
- (i) Failure of any EMPLOYER after reasonable written notice by the Administrative Fund Office to furnish reports, pay contributions or comply with the rules and regulations formulated and promulgated by the Trustees of the 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.
- (j) In the event that an EMPLOYER becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification in writing by the Administrative Fund Office, the EMPLOYER shall pay in addition to the amount due, reasonable fees of Certified Public Accountants as expressly used to establish the amount due, reasonable fees of Attorney in effectuating payment, and liquidated damages in amount as determined in accordance with the Agreement and Declaration of Trust.
- (k) The EMPLOYER shall make contributions on behalf of each of its Employees employed by EMPLOYER in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred and sixty (160) hours per month. 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.
- (l) The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the UNION, provided that the 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 benefit fund based on such hours.
- (m) The collection of amounts due under this article shall not be subject to the Settlement of Disputes procedure established in Article VII, Section 2.
- (n) The requirements and remedies set forth in this section shall be in addition to those set forth in other provisions of this Agreement and shall not have an effect upon any such requirements or remedies.

Section 2. Pension Fund:

- (a) Unless otherwise directed, each EMPLOYER shall pay into the Will County Carpenters Local 174 Pension Fund (hereinafter referred to as 'Pension Fund') an amount per hour for each hour worked for the EMPLOYER during each calendar month by all Employees who are covered by this Agreement as follows:
- (b) The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the Will County Carpenters Local 174 Pension Fund and by any present and future amendments thereto and irrevocably designates as his representative on the Board of Trustees such Trustees as are named in said Agreement and Declaration of Trust, as Employer Trustees, together with their successors

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

- (c) The said Pension Fund is and shall continue to be administered by an equal number of representatives of the EMPLOYERS and of the Union pursuant to the Agreement and Declaration of Trust heretofore signed by the EMPLOYERS and the UNION, as now in effect and as it may be amended from time to time, in the manner provided in the Declaration of Trust. Said Agreement and Declaration of Trust and any present and future amendments thereto are made a part of the Agreement as if set forth herein at length.
- (d) The EMPLOYER shall furnish the Trustees with such information as the names of the Employees, classifications, Social Security numbers, wages and/or hours worked, and such other information as may be required for the proper and efficient administration of the Pension Fund.
- (e) The Employer representatives serving as Trustees, with their successors selected in the manner provided by the Agreement and Declaration of Trust, shall represent all EMPLOYERS in the administration of the Pension Fund.
- (f) The EMPLOYER may make contributions for all hours worked by Superintendents and other management heretofore made when such individuals were employed as journeymen Carpenters. Such contributions shall be made in a monthly amount equal to at least one hundred and sixty (160) times the hourly contribution rate specified in this Article.
- (g) Failure of any EMPLOYER after reasonable written notice by the Administrative Fund Office to furnish reports, pay contributions or comply with the rules and regulations formulated and promulgated by the Trustees of the Will County Carpenters Local 174 Pension Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement and shall subject this Agreement to cancellation as to such EMPLOYER.
- (h) In the event that an EMPLOYER becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification in writing by the Administrative Fund Office, the EMPLOYER shall pay in addition to the amount due, reasonable fees of Certified Public Accountants as expressly used to establish the amount due, reasonable fees of Attorney in effectuating payment, and liquidated damages in an amount as determined in accordance with the Agreement and Declaration of Trust.
- (i) The EMPLOYER shall make contributions on behalf of each of its Employees employed by EMPLOYER in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred and sixty (160) hours per month.
- (j) The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the UNION provided that EMPLOYER shall not be required to pay contributions to the Will County Carpenters Local 174 Pension Fund for hours outside the geographical jurisdiction of the UNION if the EMPLOYER is required to pay contributions to another multiemployer pension fund based on such hours.
- (k) The collection of amounts due under this article shall not be subject to the Settlement of Disputes procedure established in Article VII, Section 2.

- (l) The requirements and remedies set forth in this section shall be in addition to those set forth in other provisions of this Agreement and shall not have an effect upon any such requirements or remedies.

Section 3. Supplemental Retirement Fund:

- (a) Unless otherwise directed, each EMPLOYER shall pay into the Chicago Regional Council of Carpenters Supplemental Retirement Fund an amount per hour for each hour worked for an EMPLOYER during each calendar month by all Employees who are covered by this Agreement in amounts determined and allocated by the Executive Committee of the UNION effective June 1, 2020, June 1, 2021, June 1, 2022, June 1, 2023 and June 1, 2024.
- (b) The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the Chicago Regional Council of Carpenters 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.
- (c) The said Supplemental Retirement Fund are and shall continue to be administered by an equal number of representatives of the EMPLOYERS and the UNION, pursuant to the Agreement and Declaration of Trust heretofore signed by the EMPLOYERS and UNION, and now in effect and as it may be amended from time to time in the manner provided in the Agreement and Declaration of Trust. Said Agreement and Declaration of Trust and any present or future amendments thereto are made a part of this Agreement as if set forth herein at length.
- (d) The EMPLOYER shall furnish the Trustees with information such as the names of the Employees, classifications, Social Security numbers, wages and/or hours worked, and such other information as may be required for the proper and efficient administration of the Supplemental Retirement Fund.
- (e) The EMPLOYER representatives serving as Trustees, with their successors selected in the manner provided by the Agreement and Declaration of Trust, shall represent all EMPLOYERS in the administration of the Supplemental Retirement Fund.
- (f) The EMPLOYER may make contributions for all hours worked by Superintendents and other management personnel for whom contributions to the 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.
- (g) Failure of any EMPLOYER after reasonable written notice by the Administrative Fund Office so to do, 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 Supplemental Retirement Fund, shall be considered a violation of the terms and conditions of the Collective Bargaining Agreement and shall subject this Agreement to cancellation as to such EMPLOYER.
- (h) In the event that an EMPLOYER becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification in writing by the Administrative Fund Office, the EMPLOYER shall pay in addition to the amount due, reasonable fees of Certified Public Accountants as expressly used to establish the amount due, reasonable fees of Attorney in

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

- (i) The EMPLOYER shall make contributions on behalf of each of its Employees employed by EMPLOYER in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount 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 Supplemental Retirement Fund, upon the request of such Trustees, for such greater or lesser amounts of hours as the Trustees may deem appropriate.
- (j) The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the UNION, provided that EMPLOYER shall not be required to pay contributions to the Chicago Regional Council of Carpenters Supplemental Retirement Fund for hours worked outside the geographical jurisdiction of the UNION if EMPLOYER is required to pay contributions to another multi-employer pension benefit fund based on such hours.
- (k) The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedures established in Article VII, Section 2.
- (l) The parties hereby acknowledge the creation of a separate multi-employer trust fund for the administration of the Supplemental Retirement Fund, previously known as the Annuity Fund. Contributions to the Annuity Fund previously had been allocated from the EMPLOYER'S contributions to the Pension Fund and had been part of the pension calculation for Prevailing Wage purposes. It is the parties' intent that contributions to the Supplemental Retirement Fund pursuant to Articles IV of the parties' Collective Bargaining Agreement continue to be part of the pension calculation for Prevailing Wage purposes, and not a separate category for Prevailing Wage. In addition, contributions to the Supplemental Retirement Fund shall be part of the overall economic increases set forth in Article VI of the Collective Bargaining Agreement, and shall be part of, and not in addition to, the allocations determined by the UNION of said economic increases.

Section 4. Apprentice Training Fund:

- (a) Unless otherwise directed, each EMPLOYER shall pay into the Chicago Regional Council of Carpenters Apprentice Training Fund (hereafter referred to as "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 effective June 1, 2020, June 1, 2021, June 1, 2022, June 1, 2023 and June 1, 2024.
- (b) The EMPLOYER agrees to be bound by the Agreement and Declaration of Trust establishing the Chicago Regional Council of Carpenters Apprentice Training 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.
- (c) The said Training Fund is and shall continue to be administered by an equal number of representatives of the EMPLOYER and the UNION, pursuant to the Agreement and Declaration of Trust heretofore signed by the EMPLOYER and the UNION, as now in effect and as it may be

amended from time to time, in the manner provided in the Agreement and Declaration of Trust. Said Agreement and Declaration of Trust and any present and future amendments thereto are made a part of this Agreement as if set forth herein at length.

- (d) The EMPLOYER shall furnish the Trustees with information such as the names of the Employees, classifications, Social Security numbers, wages and/or hours worked, and such other information as may be required for the proper and efficient administration of the Training Fund.
- (e) The EMPLOYER representatives serving as Trustees, with their successors selected in the manner provided by the Agreement and Declaration of Trust, shall represent all EMPLOYERS in the administration of the Training Fund.
- (f) The EMPLOYER may make contributions for all hours worked by Superintendents and other management personnel for whom contributions to the Training Fund were heretofore made when such individuals were employed as journeyman Carpenters. Such contributions shall be made in a monthly amount equal to at least one hundred and sixty (160) times the hourly contribution rate specified in this Article.
- (g) Failure of any EMPLOYER after reasonable written notice by the Administrative Fund Office so to do, 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 Training Fund, shall be considered a violation of the terms and conditions of this Collective Bargaining Agreement and shall subject this Agreement to cancellation as to such EMPLOYER.
- (h) In the event that an EMPLOYER becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification in writing by the Administrative Fund Office, the EMPLOYER shall pay in addition to the amount due, reasonable fees of Certified Public Accountants as expressly used to establish the amount due, reasonable fees of Attorney in effectuating payment, and liquidated damages in an amount as determined in accordance with the Agreement and Declaration of Trust.
- (i) The EMPLOYER shall make contributions on behalf of each of its Employees employed by EMPLOYER in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred and sixty (160) hours per month. Each such EMPLOYER shall execute a Participation Agreement with the Trustees of the Chicago Regional Council of Carpenters Apprentice Training Fund, upon the request of such Trustees, for such greater or lesser amounts of hours as the Trustees may deem appropriate.
- (j) The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the UNION, provided that the EMPLOYER shall not be required to pay contributions to the Chicago Regional Council of Carpenters Apprentice Training Fund for hours worked outside the geographical jurisdiction of the UNION if the EMPLOYER is required to pay contributions to another multi-employer Apprentice Training Fund based on such hours.
- (k) The collection of amounts due under this Article shall not be subject to the Settlement of Disputes procedure established in Article VII, Section 2.

Section 5. Trust Agreements & Compliance with Law:

The funds established hereunder, except as otherwise specified, shall be jointly administered by an equal number of Trustees representing each party to this agreement, which administration and the various documents establishing the various Funds shall be in accordance with the requirement of the National Labor Relations Act, as amended, and any other Federal Laws pertaining to the subject to be made and transmitted in accordance with the rules and regulations established by the Trustees of the particular Fund and all forms required to be completed shall be so completed.

As regards the enforcement of collections and the payments of the required amounts into the Funds, the parties shall be bound by the determination of the Trustees of each particular Fund. The failure of an individual EMPLOYER to comply with the provisions of this Agreement and any agreement or declaration of trust establishing any of the Funds for which contributions or payments are made under this Agreement shall constitute a breach of this Agreement and individual EMPLOYERS who fail to remit regularly in accordance with the requirements of declarations of trusts establishing any of the Funds shall be subject to having this Agreement terminated by the UNION by the giving of seventy-two (72) hours' notice, in writing, to such EMPLOYER. The remedy provided for herein shall not be exclusive of any other remedy by way of suit in law or in equity or otherwise for the collection of the amounts due either by the UNION or by the Trustees or administrators of any of the individual Funds.

During the life of this Agreement, should the Fund actuary certify that the current EMPLOYER contributions to any of the Fringe Benefit Plans are not sufficient to support the level of benefits, the parties hereto agree that additional funds will be diverted from wages to actuarially support the benefit level or the schedule of benefits will be reduced so as to assure sound funding of the Health and Welfare and/or Pension Plan.

Section 6. Forms, Payment Date and Audit Rights:

Forms to be supplied by the Trustees of the various Funds shall be completed by each EMPLOYER, and the EMPLOYER shall transmit the required amounts to be postmarked no later than the fifteenth (15th) day of each month for all contributions attributable to the prior calendar month. In the event the Trustees of any Fund question the authenticity or accuracy of the information completed on the forms or in the event of belief that the amounts being transmitted are not in accordance with the terms of this agreement, the Trustees of any fund shall have the right, upon reasonable notice, to inspect the books of any EMPLOYER or to have an examination of same made by a certified public accountant. In the event any discrepancy is discovered, the EMPLOYER shall bear the accounting costs incurred by the Trustees.

Section 7. Pension, Supplemental Retirement, and Health and Welfare Contributions:

Trust Agreements entered into by Carpenters Union Local 174's Pension Fund, in addition to the Chicago Regional Council of Carpenters Supplemental Retirement and Health and Welfare Trust Fund, as amended by reference thereto, are hereby made a part of this Agreement.

Pursuant thereto, and in consideration of promoting harmony and security in relations between the EMPLOYERS and Employees in the Building Trades, the participating EMPLOYERS agree as follows:

To contribute to the Pension Fund, Supplemental Retirement Fund and the Health and Welfare Fund the per hour contribution rate as set forth in Article VI for the hours worked by an Employee working within the jurisdiction of this area Agreement.

To file a properly executed report, in duplicate, on forms furnished by the Office of Administrators of the Trust Funds, of the hours worked by each Employee covered by this Assent of Participation for every calendar month, together with the contributions due and owing the Trust Funds as reflected by said report.

To file reports together with contributions due and owing as reflected by said report, postmarked on or before the fifteenth (15th) day of the month following the month the report is due.

Section 8. Dues Check-Off:

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 aforesaid deductions shall be remitted monthly by EMPLOYER to the UNION on the form supplied by the Chicago Regional Council of Carpenters.

The UNION shall indemnify, defend, and save EMPLOYER harmless against any and all claims, demands, suits or other forms of liability including the payment of costs and reasonable fees of an 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 VII, Section 2.

ARTICLE XII

Section 1. Most Favored Nations:

In no event shall any EMPLOYER be required to pay higher wage rates or be, subject to more unfavorable wage rates, contract terms or work rules, than those agreed to by the UNION in any collective bargaining agreement with any other construction industry employer within Kankakee and Iroquois Counties, Illinois. In no event, shall wage rates, contract terms, or work rules granted any subtrade be applied to general carpentry or any other subtrade. However, all EMPLOYERS operating within a subtrade shall have the benefit of this provision within that subtrade. This paragraph shall not apply to the terms and conditions of any national or international agreement, shop, stair shops, in-plant, industrial, municipal, factory, millmen, component parts, maintenance agreements, CEDA and such other similar 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).

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 Executive Secretary-Treasurer of the Regional 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 consent of the Labor-Management Committee established under this Article.

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

Section 2. UBC National Funds:

Each EMPLOYER shall contribute ten (\$0.10) cents for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement to the CARPENTERS INTERNATIONAL TRAINING FUND ("Training Fund"). 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 the work performed. The Employer hereby agrees to be bound by the Agreements and Declarations of Trust for the Training Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such funds.

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

Section 3. Industry Advancement Fund:

Each EMPLOYER shall contribute four (\$0.04) cents for each hour worked for the EMPLOYER by those of his Employees covered by this Agreement to the KANKAKEE CONTRACTORS ASSOCIATION, INC. during the term of this Agreement. Inasmuch as the existence and utilization of the Industry Fund should result in increased construction and greater job opportunities, the Union agrees to cooperate in assuring that the contributions required by this Article are in fact made by EMPLOYERS bound by this Agreement.

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

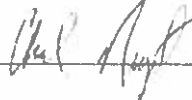
Section 4. Labor Management Union Carpentry Cooperation Promotion Fund:

The parties hereby establish a Labor/Management Union Carpentry Cooperation Promotion Fund to enhance the use of Union Carpentry Construction and 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.

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

IN WITNESS WHEREOF: The parties hereto have caused this contract to be signed and approved by the officers and members of both parties to this contract, effective the first day of June 2020.

KANKAKEE AREA CONTRACTORS ASSOCIATION, INC.

BY:  DATE: 5/26/2020
CHAD NUGENT, President

CHICAGO REGIONAL COUNCIL OF CARPENTERS

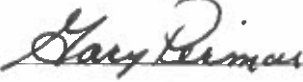
BY:  DATE: 6/1/2020
GARY PERINAR, Executive Secretary-Treasurer



EXHIBIT 6

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

KEVIN McLAUGHLIN
Executive Secretary-Treasurer

JOEL POGOSE
President



12 East Erie Street
Chicago, Illinois 60611-2796

312-787-3076 • Fax: 312-951-1540
www.carpentersunion.org

April 2024

**TO: ALL EMPLOYERS EMPLOYING CARPENTER MEMBERS UNDER THE
JURISDICTION OF THE MID-AMERICA CARPENTERS REGIONAL COUNCIL
COMMERCIAL (CONSTRUCTION DIVISION)
2024 Allocation**

Dear Employer:

This letter is to inform you of the wage and fringe benefit rate allocation per the Collective Bargaining Agreements negotiated by the Mid-America Carpenters Regional Council effective June 1, 2024, for the counties and dates as listed.

COOK, LAKE, AND DUPAGE COUNTIES- 06/01/2024-05/31/2025

\$3.77 Allocation	
Vacation Fund	Increase \$0.45 per hour from \$1.70 to \$2.15
Wages	Increase \$1.60 per hour from \$53.51 to \$55.11
Health and Welfare	Increase \$0.60 per hour from \$12.29 to \$12.89
Pension Fund Contribution	Increase \$0.40 per hour from \$16.01 to \$16.41
Supplemental Retirement	Increase \$0.60 per hour from \$9.25 to \$9.85
Apprenticeship Training	Increase \$0.11 per hour from \$0.68 to \$0.79
UBC International Funds	Increase \$0.01 per hour from \$0.13 to \$0.14

KANE, KENDALL, AND McHENRY COUNTIES-06/01/2024-05/31/2025

\$3.77 Allocation	
Vacation Fund	Increase \$0.35 per hour from \$1.20 to \$1.55
Health and Welfare	Increase \$0.60 per hour from \$12.29 to \$12.89
Pension Fund Contribution	Increase \$0.50 per hour from \$16.52 to \$17.02
Wages	Increase \$1.60 per hour from \$53.51 to \$55.11
Supplemental Retirement	Increase \$0.60 per hour from \$9.25 to \$9.85
Apprenticeship Training	Increase \$0.11 per hour from \$0.68 to \$0.79
UBC International Funds	Increase \$0.01 per hour from \$0.13 to \$0.14

WILL COUNTY-06/01/2024-05/31/2025

\$3.87 Allocation	
Vacation Fund	Increase \$0.45 per hour from \$0.25 to \$0.70
Health and Welfare	Increase \$0.60 per hour from \$12.29 to \$12.89
Supplemental Retirement	Increase \$0.70 per hour from \$6.89 to \$7.59
Pension Fund contribution	Increase \$0.40 per hour from \$22.49 to \$22.89
Wages	Increase \$1.60 per hour from \$53.51 to \$55.11
Apprenticeship Training	Increase \$0.11 per hour from \$0.68 to \$0.79
UBC International Funds	Increase \$0.01 per hour from \$0.13 to \$0.14

GRUNDY COUNTY-06/01/2024-05/31/2025

\$3.77 Allocation	
Vacation Fund	Increase \$0.35 per hour from \$1.20 to \$1.55
Health and Welfare	Increase \$0.60 per hour from \$12.29 to \$12.89
Pension Fund Contribution	Increase \$0.50 per hour from \$16.52 to \$17.02
Supplemental Retirement	Increase \$0.60 per hour from \$9.25 to \$9.85
Wages	Increase \$1.60 per hour from \$53.51 to \$55.11
Apprenticeship Training	Increase \$0.11 per hour from \$0.68 to \$0.79
UBC International Funds	Increase \$0.01 per hour from \$0.13 to \$0.14

KANKAKEE and IROQUOIS COUNTIES- 06/01/2024 – 5/31/2025

\$2.57 Commercial Allocation	
Pension Fund Contribution	Increase \$0.40 per hour from \$18.63 to \$19.03
Wages	Increase \$1.00 per hour from \$44.46 to \$45.46
Supplemental Retirement	Increase \$0.45 per hour from \$8.20 to \$8.65
Health and Welfare	Increase \$0.60 per hour from \$12.29 to \$12.89
Apprenticeship Training	Increase \$0.11 per hour from \$0.68 to \$0.79
UBC International Funds	Increase \$0.01 per hour from \$0.13 to \$0.14

\$2.57 Residential Allocation	
Pension Fund Contribution	Increase \$0.40 per hour from \$18.63 to \$19.03
Wages	Increase \$1.00 per hour from \$44.46 to \$45.46
Supplemental Retirement	Increase \$0.45 per hour from \$8.23 to \$8.68
Health and Welfare	Increase \$0.60 per hour from \$12.29 to \$12.89
Apprenticeship Training	Increase \$0.11 per hour from \$0.68 to \$0.79
UBC International Funds	Increase \$0.01 per hour from \$0.13 to \$0.14

***Consistent with the terms of the applicable collective bargaining agreements, be advised that holidays falling on a Sunday shall be observed on the following Monday. Those that fall on Saturday shall be observed on the preceding Friday. If worked, hours shall be compensated at the rate of double-time.**

APPRENTICES

The Apprentice wage rate throughout all listed counties shall be as follows:

- 1st year 40% of Journeyman's wages
- 2nd year 50% of Journeyman's wages
- 3rd year 65% of Journeyman's wages
- 4th year 80% of Journeyman's wages

It is important that all Employers make the rates reported in this document payable on their effective dates. Residential work will be addressed later in a separate letter. Thank you for your cooperation.

Sincerely,

MID-AMERICA CARPENTERS REGIONAL COUNCIL

Kevin McLaughlin
Executive Secretary-Treasurer

Joel Pogose
President

**2024-2025 Central Region
Wage/Fringe Benefit Rates -
Commercial**

This information is for reference only.
The local area collective bargaining
agreement shall prevail in case of any
discrepancies.

**MID-AMERICA CARPENTERS REGIONAL
COUNCIL**

12 East Erie Street, Chicago, Illinois 60611
Phone 312-787-3076 Fax 312-951-1540 www.carpentersunion.org

agreement shall prevail in case of any discrepancies.		Phone 512-787-5078 Fax 512-901-1040				
		Cook, Lake, DuPage	Kane, Kendall, McHenry	Will	Grundy	Kankakee, Iroquois
	COUNTY					
	EFFECTIVE PERIOD	6/1/2024	6/1/2024	6/1/2024	6/1/2024	6/1/2024
		5/31/2025	5/31/2025	5/31/2025	5/31/2025	5/31/2025
Journeyman Wages		\$55.11	\$55.11	\$55.11	\$55.11	\$45.46
C O N T R I B U T I O N S	Health and Welfare	\$12.89	\$12.89	\$12.89	\$12.89	\$12.89
	Pension	\$16.41	\$17.02	\$22.89	\$17.02	\$19.03
	Supplemental Retirement	\$9.85	\$9.85	\$7.59	\$9.85	\$8.65
	Apprentice	\$0.79	\$0.79	\$0.79	\$0.79	\$0.79
	Labor/Mgmt Promotion, Carpenter Advancement Fund	\$0.46	\$0.46	\$0.46	\$0.46	\$0.27
	International Appr, Safety, Labor Mgmt. Fund	\$0.14	\$0.14	\$0.14	\$0.14	\$0.14
	Industry Advancement	\$0.09	\$0.09	\$0.14	\$0.10	\$0.07
	Chicagoland Safety	\$0.01				
	Vacation Fund	\$2.15	\$1.55	\$0.70	\$1.55	\$1.00
	Other	CISCO \$0.01		3 Rivers \$0.02	3 Rivers \$0.01	
Total Fringes		\$42.80	\$42.79	\$45.62	\$42.81	\$42.84
Total Wages & Fringes		\$97.91	\$97.90	\$100.73	\$97.92	\$88.30
F o r e m a n	Directs up to 4 carpenters	\$57.11	\$57.11			\$47.46
	Directs 5 to 10 carpenters	\$57.61	\$57.61			
	Directs 11 or more carpenters	\$57.61				
	10% over			\$60.62	\$60.62	
	General Foreman		\$66.13	\$66.13	\$66.13	\$47.96
D u e s	WORKING DUES	4% of gross wages to MACRC	4% of gross wages to MACRC	4% of gross wages to MACRC	4% of gross wages to MACRC	4% of gross Wages to MACRC
A p p r e n t i c e	1st Year 40%	\$22.04	\$22.04	\$22.04	\$22.04	\$18.18
	2nd Year 50%	\$27.56	\$27.56	\$27.56	\$27.56	\$22.73
	3rd Year 65%	\$35.82	\$35.82	\$35.82	\$35.82	\$29.55
	4th Year 80%	\$44.09	\$44.09	\$44.09	\$44.09	\$36.37