



JB PRITZKER
GOVERNOR

ILLINOIS DEPARTMENT OF LABOR



JANE R. FLANAGAN
DIRECTOR

8-13-2024

On 8-13-2024 we received a Section 9 and Section 4 request from the Mid-American Carpenters Regional Council. The Union is seeking to add the classification of Floor Layer in Cook, DuPage, Grundy, Iroquois, Kane, Kendall, Lake, McHenry and Will Counties.

The case assignment number is **2025-H-RP08-2350**.

I have provided all of the documents provided by the Mid America Carpenters Regional Council.

Sincerely,

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UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

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Executive Secretary-Treasurer

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August 13, 2024

SENT VIA PRIORITY MAIL AND FACSIMILE

Ms. Jane R. Flanagan
Illinois Department of Labor
160 N. La Salle Street, C-1300
Chicago, IL 60601

Mr. Ron Ward
Illinois Department of Labor
160 N. La Salle Street, C-1300
Chicago, IL 60601

All,

I am legal counsel for the Mid-America Carpenters Regional Council ("the Union"). Enclosed please find an objection to the prevailing wage rates that were posted by the Illinois Department of Labor on July 15, 2024. Specifically, the Union is seeking to add the classification of Floor Layer in Cook, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, McHenry, and Will Counties.

Please feel free to contact me with any questions regarding such.

Regards,

Nicholas E. Kasmer



STATE OF ILLINOIS - DEPARTMENT OF LABOR
160 N. LASALLE STREET, SUITE C – 1300
CHICAGO, IL. 60601



IN THE MATTER OF:

MID-AMERICA CARPENTERS REGIONAL
COUNCIL,

Petitioner,

vs

JANE FLANAGAN, DIRECTOR OF THE
ILLINOIS DEPARTMENT OF LABOR and the
ILLINOIS DEPARTMENT OF LABOR,

Respondents.

State File No.

WRITTEN OBJECTIONS AND REQUEST FOR HEARING
UNDER SECTION 4 AND 9

The Petitioner, the Mid-America Carpenters Regional Council (the "Union"), by and through its attorney, Nicholas E. Kasmer, submits these written objections to the prevailing wage rates published by the Illinois Department of Labor ("Department") on July 15, 2024, and requests a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act ("the Act"). 820 ILCS 130/4 and 9. Petitioner seeks to establish a prevailing wage rate for a Floor Layer classification in Cook, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, McHenry, and Will Counties.

OBJECTION 1 – New Classification of Floor Layer for buildings in Cook, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, McHenry, and Will Counties

- 1) The Petitioner, the Union, is a labor organization the represents various individuals performing carpentry work in all counties of Illinois as well as

Missouri, Kansas and portions of Iowa. Its principal place of business is 12 E. Erie St., Chicago, IL. 60611.

- 2) The Mid-America Regional Bargaining Association ("MARBA") is an employer organization that bargains on behalf of contractors with the Union in various counties in Northeastern Illinois.
- 3) The Kankakee Contractors Association ("KCA") is an employer organization that bargains on behalf of contractors with the Union in Kankakee and Iroquois Counties of Illinois.
- 4) The Department has ascertained the Prevailing Wage Rates for Union classifications throughout the State of Illinois including Carpenter, Lather, Millwright, and Piledriver.
- 5) The Department has also recognized the classification of Floor Layer in Alexander, Bond, Calhoun, Clay, Clinton, Edwards, Fayette, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Jersey, Johnson, Lawrence, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Richland, Saline, St. Claire, Union, Wabash, Washington, Wayne, White, and Williamson Counties based upon collective bargaining agreements between the Union and employer associations.
- 6) The Petitioner is submitting these objections because the Petitioner has entered into collective bargaining agreements with MARBA and KCA

concerning Floor Layer work to be performed on various building projects.

There is no prevailing wage classification listed for Floor Layer for building projects in the relevant geographical jurisdiction.¹

- 7) The Petitioner members who are Floor Layers in the relevant geographical jurisdiction also perform the majority of the prevailing wage work that would be covered by this classification in that area.
- 8) Section 4 of the Act states that “The prevailing rate of wages paid to individuals covered under this Act shall not be less than the rate that prevails for work of a similar character on public works in the locality in which the work is performed under collective bargaining agreements or understandings between employers or employer associations and bona fide labor organizations relating to each craft or type of worker or mechanic needed to execute the contract or perform such work, and collective bargaining agreements or understandings successor thereto, provided that said employers or members of said employer associations employ at least 30% of the laborers, workers, or mechanics in the same trade or occupation in the locality where the work is being performed.” 820 ILCS 130/4(a)

¹ The proposed Floor Layer classification work has historically been covered under the standard Carpenter Prevailing Wage Classification.

- 9) Section 9 of the Act states, "if the prevailing rate of wages is based on a collective bargaining agreement, the explanation of classes on the prevailing wage schedule shall be consistent with the classifications established under the collective bargaining agreement." 820 ILCS 130/9.
- 10) Petitioner is a party to collective bargaining agreements with MARBA and KCA that specifically cover the work of a Floor Layer in Cook, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, McHenry, and Will Counties. True and accurate copies of those collective bargaining agreements are attached as Exhibits 1-5.
- 11) The prevailing wage rates for a Floor Layer performing the said classification in the referenced geographical area should be based on the collective bargaining agreements between the Petitioner and MARBA as well as KCA now in effect and "shall be consistence with the classifications established under the collective bargaining agreement." 820 ILCS 130/9.
- 12) The rate set forth pursuant to the collective bargaining agreements for a Floor Layer performing building work is the following in each proposed County:
- Cook Lake and DuPage Counties (Exhibit 6):

Base Wage:	\$55.11
Overtime M-F, Saturday:	1.5 x base rate
Overtime Sunday:	2 x base rate
Overtime Holiday:	2 x base rate
Foreman:	\$57.11
Health and Welfare:	\$12.89

Pension:	\$26.26
Vacation:	\$2.15
Training:	\$0.93

Grundy County:

Base Wage:	\$55.11
Overtime M-F, Saturday:	1.5 x base rate
Overtime Sunday:	2 x base rate
Overtime Holiday:	2 x base rate
Foreman:	\$60.62
Health and Welfare:	\$12.89
Pension:	\$26.87
Vacation:	\$1.55
Training:	\$0.93

Kankakee and Iroquois Counties:

Base Wage:	\$45.46
Overtime M-F, Saturday:	1.5 x base rate
Overtime Sunday:	2 x base rate
Overtime Holiday:	2 x base rate
Foreman:	\$47.46
Health and Welfare:	\$12.89
Pension:	\$27.68
Vacation:	\$1.00
Training:	\$0.93

Kane, Kendall, McHenry Counties:

Base Wage:	\$55.11
Overtime M-F, Saturday:	1.5 x base rate
Overtime Sunday:	2 x base rate
Overtime Holiday:	2 x base rate
Foreman:	\$57.11
Health and Welfare:	\$12.89
Pension:	\$26.87
Vacation:	\$1.55
Training:	\$0.93

Will County:

Base Wage:	\$55.11
Overtime M-F, Saturday:	2 x base rate
Overtime Sunday:	2 x base rate
Overtime Holiday:	2 x base rate
Foreman:	\$60.62
Health and Welfare:	\$12.89
Pension:	\$30.48
Vacation:	\$0.70
Training:	\$0.93

13) The Petitioner submits that the classification of Floor Layer should be added to the relevant geographical areas and the Department should create the new prevailing wage rate for said classification and said areas based upon the collective bargaining agreements between the Union and MARBA as well as KCA, and the fact that Floor Layers in those relevant geographical areas are performing the majority of the prevailing wage work.

14) The Petitioner respectfully requests that an investigatory hearing be ordered and held in accordance with Section 4 and 9 of the Act to create the Floor Layer classification in Cook, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, McHenry, and Will Counties.

WHEREFORE, the Petitioner moves the Department to set the prevailing wage rates for Floor Layers in the requested geographical areas as outlined in this objection and requests a hearing regarding such.

Respectfully Submitted,

By: /s/ Nicholas E. Kasmer

Nicholas E. Kasmer
Legal Counsel
Mid-America Carpenters Regional Council
12 E. Erie St.
Chicago, IL. 60611
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312-702-8027

Certificate of Service

I, Nicholas E. Kasmer, an attorney under penalties of perjury, including pursuant to Section 1-109 of the Code of Civil Procedure, affirm and certify that I served the attached written objections to the prevailing wage rates published by the Illinois Department of Labor ("Department") on July 15, 2023, and request a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act (820 ILCS 130/4) upon all parties to this case, or their agents appointed to receive service of process to each party's agent at the respective address shown, having caused each envelope to be served via next day mail with postage paid at 12 E. Erie, Chicago, IL. 60611 as well as facsimile at 217-782-0596 on August 13, 2024.

Ms. Jane R. Flanagan
Illinois Department of Labor
160 N. La Salle Street, C-1300
Chicago, IL 60601

Mr. Ron Ward
Illinois Department of Labor
160 N. La Salle Street, C-1300
Chicago, IL 60601

By: /s/Nicholas E. Kasmer

Nicholas E. Kasmer
Legal Counsel
Mid America Carpenters Regional Council
12 E. Erie St.
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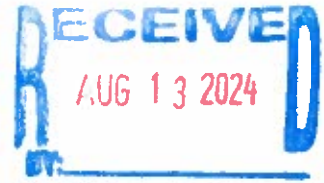


EXHIBIT 1

MID-AMERICA REGIONAL BARGAINING ASSOCIATION



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
Term of Agreement
6/124 - 5/31/29

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MID-AMERICA CARPENTERS REGIONAL COUNCIL

TERM OF 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, for and on behalf of the Local Unions under its jurisdiction in Cook, Lake and DuPage Counties, Illinois (hereinafter referred to as the "Union").

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

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I BARGAINING UNIT

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

RECOGNITION

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

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

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

ARTICLE II UNION SECURITY

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

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

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

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

ARTICLE III SUB-CONTRACTING

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

3.2 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.

3.3 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.

3.4 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 and Apprentice Training Contributions, including reasonable attorney's fees incurred in enforcing the provisions hereof, provided the subcontractor is not bonded as provided for in Article XV hereof. The Union will, upon written request, furnish written certification to any Employer as to whether a

subcontractor is adequately bonded including expiration date of bond, and that wages and payments to Health and Welfare, Pension and Apprentice Contributions are current. The Union also agrees to notify MARBA of any subcontractor whose bond is being terminated. If the Employees are withdrawn from any job in order to collect contributions to the Carpenters Health and Welfare, Pension and Apprentice Training Program, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours, provided that two (2) days notice of the intention to remove Employees from the job is given to the Employer and the subcontractor by the Union by registered mail.

The Employer shall furnish the Union with the names of its subcontractor(s) on each jobsite and with a copy of the subcontractors' surety or cash bond agreement evidencing that such subcontractor(s) is obligated to this Agreement and has posted the bond required by Article XV. Such Employer, from the date the Union receives such information and for the work performed on the specific referenced jobsite, will not be liable for the subcontractor's wage or fringe benefit obligation. If the Union notifies the Employer in writing that the subcontractor is no longer properly bonded, then from that date and for work subsequently performed in the specific referenced jobsite the Employer's liability under this section for such subsequent work will resume until such time as the proper bond has been replaced.

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

ARTICLE IV WAGES

4.1 The economic package will increase as follows:

(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.

Subject to the foregoing, 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.

(b) The Apprentice rates of wages 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

SHOW UP TIME

4.2 Any Employee reporting for work on direction of the Employer or in the course of the regular job schedule and not being put to work for any reason shall receive two (2) hours' pay. Employees who are notified by the Employer not to report for work shall not be entitled to any pay under this provision. Employers may notify Employees by telephone at least two (2) hours prior to the start of work not to report for work. Employees will be required to provide the Employer with a telephone number that can be used to notify them not to report for work.

MINIMUM HOURS AFTER WORK COMMENCED

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

4.4 Employer further agrees upon request of the Mid-America Carpenters Regional Council to provide copies of payroll checks prior to their being delivered to any Employee to the business representative by facsimile or delivered to his office.

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

ARTICLE V PAY DAY

5.1 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 to be paid by mail or by electronic deposit 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's fees. If the Employer issues a check for the payment of wages or fringe benefits which is returned due to a lack of sufficient funds, the Employer shall be required to make all payments of wages and fringe benefits in cash or by certified check, and in addition the Employer will be required to reimburse each Employee for any charges assessed.

PAY ON TERMINATION OF EMPLOYMENT

5.2 (a) Involuntary Dismissal.

BY DISCHARGE

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

BY LAY-OFF

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

(b) Voluntary Termination of Employment: When an Employee quits his job on his own accord, he may be required to wait, at the option of the Employer, until the next regular pay day for the wages due him.

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

5.4 (a) Employees working from a "Bos'ns Chair", or suspended from cables or ropes shall receive not less than twenty-five (\$0.25) cents per hour above the applicable rate of journeyman's pay.

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

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

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

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

5.5 Employer agrees to provide Employee with a statement each payday setting forth the following information:

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

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

ARTICLE VI HOURS OF LABOR

6.1 (a) 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. 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.

(b) 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.

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

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

6.3 Overtime shall be paid for work done before and after the regular workday or the adjusted workday as defined above, except where shift work has been approved. Work performed between 7:00 A.M. and 3:30 P.M. on Saturday or during the first eight (8) hours of an approved adjusted workday on Saturday shall be paid at the rate of time and one-half. Overtime pay for work performed after 3:30 P.M. on Saturday or after the first eight (8) hours of an approved adjusted workday on Saturday and the start of the regular or adjusted workday on Monday, shall be paid at the rate of double time except where shift work has been approved. In the event that there is more than one (1) shift of work on Saturday, without shift work approved by the Union, overtime pay for all hours of work on Saturday shall be paid at the rate of double time.

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

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

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

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

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

6.9 If an Employee covered by this Agreement sustains an accidental injury arising out of his 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 the time required to return to the jobsite. Except in unusual circumstances, this provision shall be effective only on the date of the injury, unless subsequent visits during working hours are required by Employer's physician(s). 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 jobsite at the Employer's expense.

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

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

TRANSPORTATION

6.11 An Employee who is required to travel to a jobsite shall be reimbursed for lodging when required to remain away from his home overnight. The expense allowance for lodging for each night shall be a minimum of fifty dollars (\$50.00) per night.

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

6.13 On all jobs where the Employees are required to use Employer transportation to the jobsite, wages shall commence at 7:00 a.m.

6.14 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.

ARTICLE VII SHIFT WORK

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

7.2 A pre-job conference shall take place between the Executive Secretary-Treasurer of the Mid-America Carpenters Regional Council and the Business Representative of the District, wherein the work will be performed, and with the Employer or his representative before shift work will be allowed.

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

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

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

7.5 Any work done in excess of eight (8) hours on the first shift and in excess of seven (7) hours on the second shift and third shift shall be paid wages at the rate of double time.

7.6 All approved shifts falling entirely on Saturday shall be paid wages at the rate of time and one-half. All approved shifts falling entirely on Sunday shall be paid wages at the rate of double time.

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

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

7.9 In the event that Davis Bacon/prevaling wage projects require shifts to occur at times other than those specified in the Article because of traffic congestion, public safety, municipal requirements or other situations; different shifts and starting times can be established upon mutual agreement by the contractor and Union. Contractors utilizing this provision shall notify the 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 be paid under the shift work provision contained in Section 7.3(4). Any and all work in excess of seven (7) hours under this provision shall be paid at a rate of double time. An Employer who violates this section shall pay as a penalty double time for all hours worked.

7.10 When work to be performed in occupied buildings is of such 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 the 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 be paid under the shift work provision contained in Section 7.3(4). Any

and all work in excess of seven (7) hours under this provision shall be paid at a rate of double time. An Employer who violates this section shall pay as a penalty double time for all hours worked.

ARTICLE VIII INSURANCE

8.1 Employer agrees to furnish to the Union a Certificate of Insurance from an insurance company authorized to do business in the State of Illinois covering liability under the provisions of the Illinois Worker's Compensation Act.

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

ARTICLE IX SAFETY

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

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

9.3 The Employer shall furnish at all times and places suitable drinking water and sanitary facilities.

ARTICLE X JOB STEWARD

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

- (1) The Union requires that a Steward must fully protect the interest of the Union.
- (2) The Employer requires that a Steward be a Carpenter who can efficiently perform his duties as a Carpenter and who will not disrupt the job unnecessarily in discharging his duties as a Steward.
- (3) To meet the two basic principles agreed to by the parties, it is further agreed:
 - (a) The Job Steward shall be a working Carpenter;
 - (b) The Steward shall be selected by the Business Representative of the Union;
 - (c) In selecting a Steward preference shall be given Union Members presently employed in the Bargaining Unit of the Employer on the specific site, provided, however, that if, in the judgment of the Business Representative, no presently employed Union Member is competent to act as Steward, the Steward shall be selected from outside the Bargaining Unit. A reason shall be given by the Business Representative why no member is competent. However, the reason shall not infringe upon the right of the Business Representative to select the Steward;
 - (d) The Union shall have the right to replace any Steward at any time;
 - (e) So long as he is competent to perform the work to be done on the job, the Steward shall be the last Carpenter laid off, except for the Foreman;

(f) These provisions shall not apply to the work of Pile Driving where the work is performed by a small crew. In the Pile Driving crew, one (1) in the crew shall be designated by the Business Representative as a Steward;

(g) A Millwright Steward shall be appointed by the Millwright Business Representative on any job where Millwright work is being performed;

(h) If there is a dispute as to any of the Sections or Sub-Sections of this Article, the provisions of Article XVIII will apply.

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

- (a) Members' dues delinquencies;
- (b) Violations of Collective Bargaining Agreement;
- (c) Carpenters employed seven (7) days or more, who have not become members of the Union;
- (d) Disputes and grievances of members.

He shall not have authority to:

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

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

ARTICLE XI FOREMAN

11.1 Where there are three (3) or more Carpenters on any one (1) jobsite, and one (1) journeyman, one shall be assigned the duties of Foreman, and shall receive the wages of a Foreman.

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

- (a) In the case of a Foreman who directs up to four (4) Carpenters, the Foreman wage shall be two dollars (\$2.00) per hour above the rate of wages for a journeyman.
- (b) In the case of a Foreman who directs five (5) or more Carpenters, the Foreman wage shall be two dollars and fifty cents (\$2.50) per hour above the rate of wages for a journeyman.

11.3 Where there are ten (10) or more Carpenters on any one (1) jobsite, one (1) must be designated a Foreman, and he shall receive Foreman's wages, he shall devote his time to supervision of the work and he shall not work with the tools.

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

ARTICLE XII HEALTH AND WELFARE FUND

12.1 Unless otherwise directed herein, each Employer shall pay into the Mid-America Carpenters Regional Council 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, 2024, June 1, 2025, June 1, 2026, June 1, 2027 and June 1, 2028.

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

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

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

12.5 The said Health and Welfare Fund is and shall continue to be administered by an equal number of representatives of the Employers and of the Union pursuant to the Agreement and Declaration of Trust heretofore signed by the Employers and the Union, as now in effect and as it may be amended from time to time, in the manner provided in the 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.

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

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

12.8 The Employer may make contributions for all hours worked by 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.

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

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

12.11 The Employer shall make contributions on behalf of each of its Employees employed by Employer in a management or supervisory position who is also engaged in work of a character falling within the jurisdiction covered by this Collective Bargaining Agreement in an amount of no less than one hundred and sixty (160) hours per month. Each such Employer shall execute a Participation Agreement with the Trustees of the Mid-America Carpenters Regional Council Chicago Regional Council of

Carpenters Welfare Fund, upon the request of such Trustees, for such greater or lesser amounts of hours as the Trustees may deem appropriate.

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

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

12.14 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.

12.15 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 Section 12.4. The Welfare Fund shall distribute the vacation savings to the member on an annual basis.

ARTICLE XIII PENSION FUND AND SUPPLEMENTAL RETIREMENT FUND

13.1 Unless otherwise directed, each Employer shall pay into the Mid-America Carpenters Regional Council Pension Fund and the 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, 2024, June 1, 2025, June 1, 2026, June 1, 2027 and June 1, 2028.

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

13.3 The said Pension Fund and the Supplemental Retirement Fund are and shall continue to be administered by an equal number of representatives of the Employers and 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.

13.4 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 Pension Fund and the Supplemental Retirement Fund.

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

13.6 The Employer may make contributions for all hours worked by Superintendents and other management personnel for whom contributions to the Pension Fund and 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.

13.7 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 Mid-America Carpenters Regional Council Pension Fund and the 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.

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

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

13.10 The contributions referred to in this Article shall be paid with respect to all hours worked by an Employee covered by this Agreement irrespective of the geographical area where work is performed or the geographical jurisdiction of the Union, provided that Employer shall not be required to pay contributions to the Mid-America Carpenters Regional Council Pension Fund and the 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.

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

13.12 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 and XIII 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 IV 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.

13.13 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.

ARTICLE XIV TRAINING FUND

14.1 Unless otherwise directed, each Employer shall pay into the Mid-America Carpenters Regional Council 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, 2024, June 1, 2025, June 1, 2026, June 1, 2027 and June 1, 2028.

14.2 The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the Mid-America Carpenters Regional Council 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.

14.3 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.

14.4 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.

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

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

14.7 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 Mid-America Carpenters Regional Council 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.

14.8 In the event that an Employer becomes delinquent in making any of the aforesaid reports and payments and is so advised by formal notification in writing by the Administrative Fund Office, the

Employer shall pay in addition to the amount due, reasonable fees of Certified Public Accountants as expressly used to establish the amount due, reasonable fees of Attorney in effectuating payment, and liquidated damages in an amount as determined in accordance with the Agreement and Declaration of Trust.

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

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

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

14.12 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.

ARTICLE XV BONDING

15.1 Each Employer signatory to this Agreement agrees at the time of execution of this Agreement the Employer shall have procured a cash bond or Surety Bond in the Principal sum as indicated below. Such bond shall be written by an insurance carrier authorized, licensed, or permitted to do business in the State of Illinois. The surety bond and/or cash bond shall be payable to the Union as Trustee for the benefit of Employees employed by the Employer and for those acting on the Employees' behalf to 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	\$10,000.00
Six (6) to Ten (10) Employees	\$15,000.00
Eleven (11) to Fifteen (15) Employees	\$20,000.00
For those Employees in excess of Fifteen (15)	\$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 \$50,000.00. The Union may withdraw bargaining unit Employees from Employers who fail to maintain the bond required by this Article.

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

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

ARTICLE XVI TOOLS

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

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

16.3 Employer shall also provide a safe and secure place, on the job, for the storage of tools, shoes and clothing, both during and after working hours, however, the Employer shall replace or pay for the loss of any tools, shoes, clothing, but in no event shall the Employer pay more than Two Thousand Five Hundred (\$2,500.00) Dollars for each Employee. On the request of the Employer it shall be the responsibility of the Employee, when storing tools, to furnish a list of tools and indicate the estimated value of such tools on forms supplied by the Employer. A duplicate copy of said list shall be given to the Employee signed by Management.

16.4 Employer shall furnish and make available at the jobsite all equipment generally and customarily used to sharpen the various tools used by Employees hereunder, but not including handsaws. Except for handsaws, 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 at the jobsite by and at the expense of the Employer. Employees may sharpen tools during working hours, and the time thereby used shall be considered time worked. Handsaws may be sharpened other than at the jobsite by and at the expense of the Employer. Any automatic equipment provided by the Employer on the jobsite for the purpose of sharpening tools, (e.g. Foley Filer), shall be operated by a member of the Bargaining Unit.

ARTICLE XVII APPRENTICES

17.1 Every Employer who employs an average of five (5) Journeymen during six (6) months of a twelve (12) month period may employ one (1) Apprentice for every three (3) 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.

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

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

17.4 Employer agrees that there shall be no discrimination in the employment of Apprentices based on race, creed, color, sex, national origin or religion, and that Apprentices shall be a minimum age

of seventeen (17). The Employer and the Union agree to be bound by all of the applicable provisions of the United States Code, Title 29, Part 5 and Part 30.

17.5 Employer who needs Certification of Apprentice for federally funded projects must request and receive such Certification from the United States Department of Labor, Employment and Training Administration. .

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

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

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

ARTICLE XVIII SETTLEMENT OF DISPUTES

18.1 Except as provided in Sections 12, 13, 14, 15, 27, 28, 34 and 35, 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 documentation 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 of 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.

18.2 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.

18.3 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 the Employer.

18.4 The PAB shall consist of the following four (4) arbitrators mutually agreed upon between the Union and the MID-AMERICA REGIONAL BARGAINING ASSOCIATION ("MARBA"):

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.

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

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

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

18.8 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.

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

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

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

**ARTICLE XX
MISCELLANEOUS PROVISIONS**

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

- (1) Formation of partnerships;
- (2) Termination of business;
- (3) Changes of name commonly used in business operation;
- (4) Change in form of business organization;
- (5) Incorporation of business;
- (6) Dissolution of corporation;
- (7) Name and business organization of successor;
- (8) Admission to or withdrawal from any association operating as a multi-employer bargaining agent;
- (9) Name and identity of any parent company, subsidiary company or division.

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

20.3 Whenever the Employer party to this agreement is a partnership, it is agreed as follows:

- (1) That one partner will execute the Agreement for the partnership and he shall be the only partner of that firm who shall work with the tools.
- (2) In the case of a partnership which is a part of a multi-employer Bargaining Unit, only one partner may work with the tools and his name shall be supplied to the Union on request.
- (3) All other parties are specifically prohibited from working with the tools and shall not become Carpenter Employees of the firm to circumvent the provisions hereof.

20.4 Business Representatives of the Union have the right to enter, go upon, or inspect any construction site, whether or not Carpenters are actually employed thereon, to effectuate the purpose of this Agreement but they shall not in any way interfere with the Employer's affairs thereon.

20.5 Employees covered by this Agreement shall not perform work on a piecework basis.

20.6 The Employer agrees that he will not sublet any work to any Employee or Employees.

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

20.8 The breach by an Employer of any of the provisions of this Agreement may, by written notice, be declared by the Union to be a breach of the entire Agreement.

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

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

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

The Employer may at its sole option request that the Union refer applicants to fulfill the Employer's obligation in Article 20.11.

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

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

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

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

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

(2) The Employer notifies the Union of the name, address, phone number, if available, and social security number of each permit Employee; and

(3) The established permit fee is submitted to the Union; and

(4) The Employer has notified the Union of an unmet need for Employees and the location of the jobsite(s), if available, and the Union cannot provide Employees within forty-eight (48) hours of such notice. Provided, however, that the President of the Regional Council or his designee shall have the authority to waive such forty-eight (48) hour notice in his discretion for good cause shown.

(c) Employer shall notify the Union upon the termination of the employment of such permit Employee.

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

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

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

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

(h) Permits shall only be issued by the President of the Regional Council or his designee for a thirty (30) day period and shall be renewed for an additional thirty (30) day period upon the request of the Employer. Failure of the Employer to renew the permit after the thirty (30) day period shall entitle the Employee to full payment of the journeymen wages for all the hours worked after the expiration of the permit. The Employer may request additional thirty (30) day periods. Failure of the Union to deny the

request in writing within five (5) workdays shall constitute the issuance of a permit for an additional thirty (30) days.

(i) Employer shall make contributions to the fringe benefit funds for each hour worked under this Agreement by Employees, including Employees on permit. Employees working under a permit issued in accordance with this subsection 20.13 shall receive wages at a rate of pay equal to that of a first year apprentice.

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

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

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

(c) Employer shall make contributions to the fringe benefit funds for each hour worked under this Agreement by Employees, including Employees on permit. Employees working under a permit issued in accordance with this subsection 20.14 shall receive wages at no less than the rate of pay of a first year apprentice.

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

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

(f) No permit shall be renewed, except for renewal requests by the Board of Trustees of the Training Fund, under this subsection at any time during which the President of the Regional Council finds that there are a significant number of unemployed apprentices who are reasonably available for employment.

ARTICLE XXI MOST FAVORED NATIONS

21.1 (a) In no event shall any Employer be required to pay higher wage rates or be subject to more unfavorable wage rates, contract terms or work rules, than those agreed to by the Union in any executed Collective Bargaining Agreement with any other construction industry employer within Cook, Lake, and DuPage Counties, Illinois. In no event, shall wage rates, contract terms or work rules granted any sub-trade (including sub-trades whether or not dealt with in Articles I, XXII, XXIII, XXIV and XXV) be applied to general carpentry or any other sub-trade. However all Employers operating within a sub-trade shall have the benefit of this provision within that sub-trade. This paragraph shall not apply to the terms and conditions of any national or international agreement, nor the terms and conditions of any contract involving shop, stair shops, in-plant, industrial, municipal, factory, millmen, component parts, maintenance agreements, project labor agreements, CEDA and such other similar governmentally funded community programs and 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.)

Notwithstanding anything to the contrary above, in the event the Union shall establish prior to bidding or award for a particular contract, or identifiable sector or specialty work, any wage rates, contract terms or work rules that will be applicable to that contract, sector or specialty work which are more favorable to the Employer than those contained in this Agreement, then all Employers bidding on that project, sector or specialty work shall be entitled to the benefit of such more favorable terms. The Union shall promptly provide the Labor-Management Committee established under this Article with written notice of the establishment of such more favorable terms. In the event that subsequent to the award of a particular contract, the Union through the President of the 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 concurrence of the Labor-Management Committee established under this Article.

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

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

ARTICLE XXII PILE DRIVING - SCOPE OF WORK

22.1 Employer recognizes that the Union claims jurisdiction of the work performed on all Pile Driving operations, the driving of wood pile and the heading and the pointing of same, including: (1) the driving of all steel piling, including pipe sheeting, H beams, I beams and caissons; (2) the driving of concrete pile, pre-cast or cast in place, mini piles and bulb piles; (3) the driving of all composite pile; (4) the driving of cofferdams, installation, and removal of all bracing and walers in cofferdams; (5) the erection of all trestles, falsework and docks; (6) the jobsite erecting and dismantling of derricks, A frames, cranes and gin poles, when used in conjunction with pile driving work; (7) the cribbing, shoring and underpinning of buildings when pile driving is involved; (8) the erection, dismantling and jacking of pile load tests and all jacking for and during tests; (9) the jobsite loading, unloading and distribution of all pile driving equipment and piling except when truck drivers can roll off or dump load; (10) the jobsite maintenance of pile driving equipment; (11) "all burning, welding and splicing of piling, including field welding of all end plates and bearing plates prior to driving and after installation of piling, and the first weld off of piling in all cases, except for Mill fabrication and manufacturing, including but not limited to pile tips and end plates;" (12) the jobsite preparation of all barges, scows, rafts, floats, and pontoons to be used in pile driving work; (13) the operation of spud engines and deck engines or rigs doing pile driving work; (14) crane signaling pertaining to all pile driving work; (15) the firing of boilers on derricks or barges being used on pile driving work; (16) the jobsite positioning, repositioning, flooding, refloating, to such point as is the final floating position of watertight midsection hulls used as temporary breakwaters on pile driving work; (17) the installation of all skimmer plates when attached to piles; (18) the installation of mooring buttons, bollards, cleats, bumpers, chains, fenders and barge deflectors; (19) installation of hog rods, anchors and tie backs; and (20) any work pertaining to pile driving from ground level down to portal on tunnels and shafts; (21) setting of rocks or boulders for jetties and/or break waters working off of floating equipment when a signal man is required; (22) if signaling of land crabs or fork lifts is required, it shall be the work of the journeyman/apprentice; and (23) all other work hereafter awarded to pile drivers.

PILE DRIVING - WORK RULES

22.2 On all rigs engaged in installing and removing piles, there shall be no less than three (3) journeymen/apprentices and a working foreman to constitute a crew. However, there shall be a minimum of two (2) journeymen/apprentices and a working foreman for piling work with the following equipment: fixed or telescoping mast type piling rigs and/or excavator/forklift mounted piling attachments.

22.3 On cranes engaged in driving of bearing piles, soldier piles and sheeting and extracting sheeting and piles, there shall be no less than three (3) journeymen/apprentices and a foreman to constitute a crew. When driving or extracting occurs, two (2) Employees can be used to do pile driving work within 200 feet of the crew.

22.4 When loading and/or unloading piling or pile driving equipment on a jobsite, there shall be a crew size of carpenters/pile drivers as necessary to perform the work safely.

22.5 All pile load tests shall be erected, dismantled, initial loading and final unloading by no less than one (1) carpenter/pile driver.

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

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

The Employer shall encourage the use of not less than one (1) journeyman carpenter/pile driver on caisson work.

22.8 There shall be one (1) journeyman used only on rigs to pre-drill holes for bearing piling.

There shall be a minimum of two (2) journeymen/apprentice and working foreman on any type of auger cast pile, tie back operation, mini pile, pin pile, cast pile, soil nails and secant piles.

Two (2) journeymen/apprentice and a working foreman shall be used to drill for, prepare, and set soldier piles. If the drill is more than 200 feet from the installation, one (1) journeyman will be added to the crew and shall remain with the drill rig.

22.9 When there is steady welding during driving of piling an additional journeyman will be required in a crew. When bearing pile are being spiced in a horizontal position, and the set fabricated pile are to be driven by the same crew, there shall be an additional journeyman in the crew. This extra journeyman can also be used to install end plates or pile points. The above provisions shall in no way restrict the regular crewmembers from helping the extra journeyman.

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

22.11 The installation of lagging will be a composite crew including a journeyman/apprentice whose size and composition will be determined by the Contractor.

22.12 Notwithstanding the provisions of Section 17.1 of the Area Agreement, the Employer may employ one pile-driving apprentice for each three (3) journeymen employed on a crew size. Pile driver apprentices will be given preference.

22.13 Minimum crew size may be increased if efficiency and safety conditions require with mutual consent of the Employer and the Union.

22.14 Pile driver Employees shall carry with them on the job a twenty-five foot (25') steel tape measure, twelve inch (12") adjustable end wrench, claw hammer, channel locks, speed square, two foot (2') framing square, side cutters, end cutters, and bolt bag or side pouch. This shall include safety toed and/or metatarsal boots, if required by the Employer. Employer will reimburse the Employee for fifty percent (50%) of the purchase price of the boots after one thousand (1,000) hours worked in a twelve-month period for that Employer. The Employer may require written documentation of the purchase price.

22.15 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. All safety equipment shall be supplied by the Employer (hard hat, welding hood, burning goggles, welding gloves, safety glasses, leather sleeves and/or jackets) plus all other perishables.

22.16 When an Employee 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 (\$0.50) an hour for overtime.

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

22.18 Any special certification test of a qualified pile driver-welder, taken for the convenience of the Employer, shall be paid for by the Employer. Before a qualified pile driver-welder commences the welding test, he shall be placed on the payroll of the Employer and be paid pile driver's wages. A qualified pile driver-welder is one who passed a qualification test given by a recognized testing laboratory within the area covered by this Agreement. When an Employee is laid off or terminated they shall receive copies of any certifications they have received with their final check or within forty-eight (48) hours by mail.

22.19 When a welder is transferring, his/her certification papers may be sent to the Carpenters Union. The Carpenters Union will maintain the papers for future use by contractors.

PILE DRIVING TERRITORIAL JURISDICTION

22.20 The pile driving territorial jurisdiction of the Mid-America Carpenters Regional Council, as determined by the United Brotherhood of Carpenters and Joiners of America, includes Cook, Lake and DuPage Counties, Illinois.

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

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

ARTICLE XXIII MILLWRIGHT-WORKING RULES

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

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

23.3 When it is necessary to store Employee tools on the jobsite during his non-working hours, the Contractor shall be responsible for loss due to fire or burglary at seventy percent (70%) of the cost to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00). On the request of the Employer, it shall

be the responsibility of the Employee when storing tools, to furnish a list in duplicate to the Employer to obtain this protection.

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

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

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

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

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

ARTICLE XXIV SHINGLING, SIDING AND INSULATING MECHANICS GENERAL

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

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

CLAIMS AND JURISDICTION OF THE SHINGLING MECHANIC

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

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

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

CLAIMS AND JURISDICTION OF THE SIDING MECHANIC

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

CLAIMS AND JURISDICTION OF THE INSULATING MECHANIC

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

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

ARTICLE XXV INSTALLERS OF FLOOR AND WALL PRODUCTS

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXVI
LATHERS - SCOPE OF WORK**

26.1 The Employer recognizes that the Union claims jurisdiction of work performed on all lathing operations.

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

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

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

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

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

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

26.7 All other work hereafter awarded to Lathers.

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

**LATHERS WORKING RULES
LOCAL DUES**

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

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

Copies of such assignments shall be sent to Employer by the Union upon Employer request.

REGISTRATION DAY

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

ROCKLATH

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

LATHERS TERRITORIAL JURISDICTION

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

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

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

ARTICLE XXVII DUES CHECK-OFF

27.1 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.
NOTE: EFFECTIVE June 1, 2002, a three percent (3%) Union Dues Check Off was established.

27.2 The aforesaid deductions shall be remitted monthly by Employer to the Union on the form customarily used for submitting monthly Welfare and Pension Contributions.

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

ARTICLE XXVIII INDUSTRY ADVANCEMENT FUND

28.1 Each Employer shall contribute nine (\$0.09) 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 (MIAF) 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.

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

ARTICLE XXIX CHICAGOLAND CONSTRUCTION SAFETY COUNCIL

29.1 Each Employer shall contribute one cent (\$0.01) for each hour worked for the Employer by those of his Construction Employees covered by this Agreement to the CHICAGOLAND CONSTRUCTION SAFETY COUNCIL, a not-for-profit corporation.

ARTICLE XXX CONSTRUCTION INDUSTRY SERVICE CORPORATION

30.1 Each Employer shall contribute one cent (\$0.01) for each hour worked for the Employer by those of his Construction Employees covered by this Agreement to the CONSTRUCTION INDUSTRY SERVICE CORPORATION, a not-for-profit corporation.

ARTICLE XXXI MARKET AND GEOGRAPHIC AREA COMMITTEE

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

31.2 Scope and Authority: (a) The Market and Geographic Area Committee is authorized and created pursuant to this Article XXXI of the Area Agreement.

(b) The Committee shall review only formal Employer requests for changes or modifications to the Area Agreement believed necessary to meet market or geographic area competition, or formal 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.

31.3 Definitions: (a) Market Area - A "market area" is considered to be a type or category of work.

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

(c) Adequate Economic Justification - As used in 31.2(b) of the Area Agreement, it means the request must be supported by VERIFIABLE data. The Committee may accept the data as presented, or request that it be verified and substantiated by the Union, which shall have authority to do so.

31.4 Committee Composition: The Committee shall be composed of three (3) representatives of the Employer and three (3) representatives of the Union.

31.5 Meetings and Voting: (a) A Committee meeting may be called by any two (2) members of the Committee at the request of any party to the Area Agreement, and such requests shall be made by mail to all participants at least ten (10) days prior to the desired meeting date. However, the ten (10) day notice requirement may be waived upon mutual agreement if the circumstances so dictate.

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

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

ARTICLE XXXII SUBSTANCE ABUSE AND RECOVERY PROGRAM

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

32.2 Definitions

a. **Company Premises** - The term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the 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.

32.3 Confidentiality

a. All parties to this policy and program have only the interests of Employees in mind, therefore, encourage any Employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An Employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your illness is handled in a confidential manner.

b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

c. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

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

32.4 Rules - Disciplinary Actions – Grievance Procedures

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

a. Use, possess, dispense or receive prohibited substances on or at the job site; or

b. Report to work with any measurable amount of prohibited substances in their system.

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

a. Applicants testing positive for drug use will not be hired.

b. Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.

c. Employees who refuse to cooperate with testing procedures will be terminated.

d. Employees found in possession of drugs or drug paraphernalia will be terminated.

e. Employees found selling or distributing drugs will be terminated.

f. Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

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

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

32.5 Drug/Alcohol Testing

The parties to this policy and program agree that under certain circumstances, the company will find it necessary to conduct drug and alcohol testing as follows:

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 a 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. Employees may also be tested on a voluntary basis.

f. Random drug testing conducted under the policy and procedure contained in Section 32.7.

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.

32.6 Rehabilitation and Employee Assistance Program

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

b. If treatment necessitates time away from work, the company shall provide for the Employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

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

32.7 Random Drug Testing Policy and Procedure

The Random Drug Testing Policy and Procedure are as follows:

1. Employees Subject to Testing

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

2. Random Rate

Random testing may be conducted as follows:

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

b. The employer shall maintain sufficient records of testing to allow the Union to determine whether the provisions of this Article are in compliance.

3. Selection Period

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

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

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

4. Testing Procedures

a. The cost of all tests, specimen collection and random selection shall be borne by each individual company. Each company shall pay the Employee for all time spent complying with Section 32.7, including travel to and from the collection location and time spent for testing. Each randomly-selected Employee shall be responsible for getting to and from the collection site in a timely manner. Failure of the Employee to get to the testing site in a timely manner shall be deemed a refusal to be tested unless the Employee can demonstrate by clear and convincing evidence that the failure to so

appear was outside the Employee's control. The Employer shall be responsible for transporting any Employee who does not have an individual means of transportation.

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

c. Employees are required to cooperate in all specimen collection and/or testing procedures. This shall include providing a sample either on the job-site or collection location and having in their possession valid picture identification and any testing paperwork given to the Employee by the company.

5. Testing

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

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

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

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

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

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

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

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

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

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

6. Test Results

a. Test results that are verified by the MRO as positive or positive dilute shall be handled in accordance with the Agreement, including termination of employment.

b. Test results that are verified by the MRO as adulterated or substituted as determined by the laboratory and verified by the MRO shall be treated as a positive test result.

c. Test results that are verified by the MRO as negative dilute shall allow for a new specimen collection and test at the company's discretion. The second test result shall be considered the test of record and the first result disregarded.

d. Test results that indicate misuse of prescription drugs shall be treated as a positive test result.

e. A refusal to provide a sample shall be treated as a positive test result.

f. Specimen samples that cannot be collected, or collected properly due to an uncooperative Employee shall be treated as a positive test result and handled in accordance with the Agreement.

g. In the case of a specimen sample that cannot be collected because an Employee does not provide a sufficient amount of urine for the drug test (i.e., 45 ml of urine), the following procedures shall be followed:

1. The collector must discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering, in which case the test is treated as a positive or positive dilute test result;

2. The Employee shall be given the opportunity to drink fluids but shall not be forced to drink fluids. The Employee shall be informed that he or she has up to three hours to produce an adequate urine specimen, and when that three hour period begins and ends.

3. If the Employee refuses to attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, it is treated as a refusal to test.

4. If the Employee is unable to provide an adequate urine specimen after the conclusion of the three hour period, the collector must immediately inform the employer and follow 49 CFR Part 40.193 Procedures for Transportation Workplace Drug and Alcohol Testing Programs from the Department of Transportation, as that provision may be from time to time amended. The company, at its option, can require testing by an alternate method, including blood or oral fluids.

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

7. Indemnification and Hold Harmless

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

8. Policy of Non-Discrimination and Non-Harassment

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

**ARTICLE XXXIII
DIVERS AND DIVER TENDERS**

SCOPE OF WORK

33.1 Employer recognizes that the Union claims jurisdiction of the work performed by divers and diver tenders on diving operations, the maintenance of all equipment including submarine diving in all its branches and phases, such as salvaging of all ships, vessels, barges, etc.; underwater installation, repair, maintenance and cleaning, modification and inspection of docks, bridges, breakwaters and piers, cofferdams, intake and discharge structures and conduits, locks and dams, flumes, sewerage and water systems; underwater construction and reconstruction, underwater and habitat welding and cutting; concrete forming, pouring, drilling, sawing and breaking; ariel lift and trash pump dredging and jetting requiring diver assistance; application of underwater coatings and sealants such as epoxies, paints, cement and grouts; underwater demolition and blazing rigging; and steel erection. Also claimed herein is industrial diving of all kinds such as is found at power plants, steel mills, refineries and other heavy industries. This is to include the underwater installation, repair, maintenance and cleaning, modification and inspection of: intake and discharge structures and piping, tunnels, wells, forebays, flumes, water pumping and screening equipment, trash racks, stoplogs and bulkheads, valves and gates, cooling towers and canals, clarifiers and thickeners, liquid vessels of all kinds, floating booms, fish barrier nets, reactor vessels and fuel pools; all pipes; installation and burial of utility and telephone cables beneath the seabed; installation and maintenance of pond and canal liner materials such as geotextiles and polymeric textiles where a diver is required; installation and maintenance of underwater instrumentation, searches, surveys and recoveries of any kind.

RATES OF PAY

33.2 A diver shall receive the regular journeyman carpenter's rate of pay as established in their area agreement; for any day or part thereof the diver is required to descend below the surface down to fifty (50) feet.

33.3 A tender may be paid a minimum of fifty (50) percent of the journeyman carpenter's wage rate. When no diving takes place on a given day, then the tender will be paid for all actual hours worked.

WORKING CONDITIONS

33.4 When a diver is performing diving work under the terms and conditions of the Agreement, the diver shall be tendered by a tender who is satisfactory to the diver concerned. The tender is in the bargaining unit and therefore covered by their Agreement.

33.5 No tender shall tend, maintain or assist more than one (1) diver at a time and no working diver shall be left untended.

33.6 The minimum crew size shall be one (1) diver and one (1) tender for air diving; one (1) diver, one (1) tender, and one (1) manifold operator for mixed gas diving.

33.7 Divers will dress in and out as part of the workday. Tenders will prepare, maintain, and secure equipment as part of the workday.

33.8 Suitable facilities will be provided, by the contractor, for divers to dress and dry their gear, with heating as needed.

TRAINING AND SAFETY

33.9 Contractors and Employees with regard to diving operations must comply with OSHA - 1910.410.

Dive training achieved from field experience and classroom training in hardhat diving must be verifiable with a "dive log book" and an approved "dive certification" prior to employment. (Military or company training records can determine Employee qualifications and technical ability.)

All dive team personnel must be properly trained in CPR and First Aid with current certifications.

33.10 Mixed-Gas diving, being more sophisticated, shall require a written notice and arrangements being made with the Regional Council.

33.11 This Article covers the geographic jurisdiction of Cook, DuPage, Grundy, Iroquois, Kane, Kankakee, Kendall, Lake, Mc Henry, and Will Counties, Illinois, as well as diving work on Lake Michigan and its waterfront in Lake, Porter, and La Porte Counties, Indiana.

ARTICLE XXXIV UBC INTERNATIONAL TRAINING FUND

34.1 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.

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

35.1 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. .

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 contribution. 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) (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 XVIII.

**ARTICLE XXXVI
SAVINGS CLAUSE**

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

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

ARTICLE XXXVII WORK RULES COMMITTEE

37.1 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

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

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 effective as of 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 2

**MID-AMERICA REGIONAL
BARGAINING ASSOCIATION**



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
FOX VALLEY AGREEMENT
TERM OF AGREEMENT
6/1/24 - 5/31/29
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**JOINT AGREEMENT
BETWEEN
MID-AMERICA REGIONAL BARGAINING ASSOCIATION
AND
MID-AMERICA CARPENTERS REGIONAL COUNCIL**

THIS AGREEMENT is effective June 1, 2024 through May 31, 2029, by and between the MID AMERICA REGIONAL BARGAINING ASSOCIATION and the present and future members of such Association, 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, for and on behalf of the Local Unions under its jurisdiction in Kane, McHenry and Kendall Counties, Illinois (hereinafter referred to as the "Union").

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

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 affiliated with the A.F.L.-C.I.O., 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;

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 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; if no settlement is reached, representatives of the Employer and each international Union shall meet at the job site and attempt to seek settlement of the dispute.

1.3 Geographic. The geographic area of the Mid-America Carpenters Regional Council includes Kane, Kendall and McHenry Counties of Illinois. Unless stated otherwise herein, this Agreement shall apply to all work, projects or operations contained in Kane, Kendall and McHenry Counties.

1.4 Any contractor not domiciled, (domiciled; any contractor who is solely based or main office is located within 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 Employer shall have the right to employ employees of any home local covered within the contract territory, including the geographical areas covered by the Mid-America Carpenters Regional Council.

1.5 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 the Mid-America Regional Bargaining Association covering the geographic area of Kane, McHenry and Kendall Counties 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.

1.6 Bargaining Unit. The Bargaining Unit shall be comprised of all employees performing work in the geographic area covered by this contract who are engaged a 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 I 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, hereof.

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 prefabs 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 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 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 setting 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.

1.10 The 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,

1.11 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.

1.12 The building, erecting and dismantling of all scaffolding and staging, the building and construction of all derricks: the making of mortarboards, boxes and trestles: putting in needed uprights: all shoring or buildings, razing and moving buildings.

1.13 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.

1.14 The manufacturing and erecting of cooling towers and tanks. The installation of wood, plastic or metal awnings, 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.

1.15 Building and erecting stairs, store, office, bank and other fixtures, shelving, racks, whether on 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.

1.16 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-case concrete or substitute combinations and with any and all welding and burning incidental to carpentry.

1.17 The handling of all optical tooling equipment, which includes laser-maser equipment, transits, levels, jig transits. The carpenter will line all forms, false work, 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 in lines, 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.

1.18 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 employees in the bargaining unit 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 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 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 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

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 the Employer 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 customarily used for submitting monthly Welfare and Pension contributions.

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

Subject to the foregoing, 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.

3.3 Compute Social Security, Withholding and State Income Tax from Wages. Deduct the Dues Check off, as you do the taxes, then include with the Welfare, Pension, IAF, APPR, CSP, as the fringe benefit package and forward at the end of the month to the Illinois Employee Benefits Corporation, Box 470, Geneva, IL 60134.

3.4 *** Dues Check off to be deducted from the gross hourly wages and mailed to the Mid-America Carpenters Regional Council, 12 E. Erie Street, Chicago, IL 60611 on forms to be furnished by the Union. The amount shall be set by the Union. A change in this amount will be communicated in writing by the Union.

3.5 **Pay Day.** Employees shall be paid once each week, not later than 3:30 P.M. on the regularly established day, 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 to be paid by mail or by electronic deposit the paycheck must be received on or before the regularly established payday. 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 paychecks issued, he shall pay in addition thereto a sum equal to the costs incurred in collecting same, including reasonable attorney's fees. If the Employer issues a check for the payment of wages or fringe benefits which is returned due to a lack of sufficient funds, the Employer shall be required to make all payments of wage 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.

3.6 Employees working for a "bos'ns chair," or suspended from a single cable or rope shall receive not less than twenty-five cents (\$0.25) per hour above the applicable rate of journeyman's pay.

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

3.8 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.

3.9 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 qualify for premium pay, which is not covered by Articles in this Section.

3.10 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.

3.11 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.

3.12 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. If proper payment is not made within 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 this purpose of this provision.

3.13 Any dispute or questions of fact under this subsection shall be governed by procedures outlined in Article XI, Section 1, Arbitration.

3.14 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.

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

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

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

3.18 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. Employer fringe benefit contributions will be paid on a "money follows the man" basis for members who participate in the Mid-America and Geneva benefit plans. A member's home fund is the benefit fund that provides for the local union geographic area in which he or she is a member. The Employer will pay the home fund's contribution rate to the member's home fund regardless of whether a member performs work in either the Mid-America or Geneva benefit fund jurisdictions.

3.19 Welfare Fund. 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.

3.20 Pension Contributions. 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.

3.21 Industry Advancement Fund. Contributions effective June 1, 2024 through May 31, 2029, unless otherwise notified in accordance with Article III.

3.22 Carpenters Apprenticeship Program. 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.

3.23 Carpenters Saving Plan. Contributions effective June 1, 2024 through May 31, 2029, unless otherwise notified in accordance with Article III.

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

3.25 The Employer agrees 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 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.

3.26 Dues Check off. This amount shall be set by the Union. A change in the amount will be communicated in writing by the Union. Dues check off shall be deducted from wages and forwarded to the Mid-America Carpenters Regional Council, 12 East Erie Street, Chicago, IL 60611.

ARTICLE IV FRINGE BENEFITS

4.1 Article IV covers the following Associations: MARBA and the Mid-America Carpenters Regional Council United Brotherhood of Carpenters and Joiners of America, covering the counties of McHenry, Kane and Kendall 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 establishing the Carpenters Pension Fund of Illinois is hereby made a part of this Agreement.

4.4 An Agreement and Declaration of Trust establishing the Mid-America Carpenters Regional Council Welfare Fund is hereby made a part of this Agreement.

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

4.6 An Agreement and Declaration of Trust establishing the MARBA Industry Advancement Fund, as amended by reference thereto, is hereby made a part of this Agreement.

4.7 General Contribution Language. The Employers agree that, unless otherwise directed, Pension, Welfare, Apprentice Training Fund contributions under this Agreement are to be made to the Mid-America Carpenters Regional Council Welfare Fund and Carpenters Pension Fund of Illinois and the Carpenters Apprentice Training Fund 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 Employer. The location these contributions shall be sent to is subject to change by the Mid-America Carpenters Regional Council with written notice to the Employer.

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 supervisors:

(a) 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

(b) 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 or were in fact made to the Carpenters Pension Fund of Illinois and Carpenters Welfare Fund of Illinois 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 basis of one hundred sixty (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 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 this 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:

- (a) a shareholder, officer and/or director of the corporation; or
- (b) 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 one hundred sixty (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 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 Funds as reflected by said report. Dues Check-Off shall be included on above report form.

4.15 Forms for the Dues Check-Off are furnished by the Mid-America Carpenters Regional Council and shall be remitted monthly to the Regional Council.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 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.

4.21 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.

4.22 It is specifically agreed that acceptance or any delinquent or false reports and the contributions reflected thereby by 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.

4.23 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.

4.24 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.

4.25 If an Employer has failed to pay fringe benefits as 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 so determined shall conclusively be presumed to be the number of hours upon which benefit contributions are owed with respect to such employee.

4.26 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 thereof:

- a. Formation of partnerships;
- b. Termination of business;
- c. Change of name commonly used in business operation;
- d. Change in form of business organization;
- e. Incorporation of business;
- f. Dissolution of corporation;
- g. Name and business organization of successor;
- h. Admission to or withdrawal from any association operating as a multi-employer bargaining agent with employees covered by this Bargaining Agreement; and
- i. Name and identity of any parent company, subsidiary company or division

4.27 The notice requirements of this Section apply only if the specified events (items a through i above) affect the relationship of the Employer to the bargaining unit.

4.28 Bonding and Default – Attorney's Fees. In the event the Union is required to file suit by reason of an Employer's failure to

- (a) Maintain his monthly fringe benefit contributions, pursuant to Article III: or
- (b) Meet his weekly payroll: or
- (c) Maintain his Worker's Compensation and Unemployment coverage as set forth in Article

X

4.29 If an Employer is 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, if expressly used to establish the amount due, and reasonable fees of an attorney in effectuating payment.

4.30 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 and Training Funds. Such surety bond and/or cash bond shall be executed only 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 (5) employees	\$10,000.00
Six (6) to ten (10) employees	\$15,000.00
Eleven (11) to fifteen (15) employees	\$20,000.00
For those Employees in excess of fifteen (15)	\$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 fifty thousand dollars (\$50,000.00).

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 supersedes the claims of all Employer's creditors.

4.31 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 to be completed 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 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 having this Agreement terminated by the Union, by giving 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 amount due either by the Union or by the Trustees or Administrators of any of the individual Funds.

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

4.33 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. 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 Contractors' Project Office or any part of the project for transaction of necessary business with contractor or employees.

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

5.3 Stewards. 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 the employees covered by this Agreement. The duties of the steward 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 card 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 this 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 steward shall be a qualified workman, capable of performing the duties required of him and shall not be laid off, discharged or transferred, without just cause, so long as other employees covered by this Agreement are employed on the project. In no case shall the steward be transferred, discharged, laid off or fired until the Business Representative and the Employer meet on the job site in an attempt to settle the matter. The Employer at this time will present the Business Representative his reasons for laying off or discharging the steward.

5.5 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 permissions, 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.

5.6 Job Stewards shall be members of the bargaining unit and shall be included in all overtime work.

5.7 Show-Up Time. When a member 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 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 for only actual time worked in that period. For a man to remain on the job after the two (2) hour show-up time, an agreement must be made between the superintendent or foreman and the steward.

5.8 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 one (1) hour notice prior to normal or adjusted quitting time. If notice is not given, the Employer shall pay one (1) hour of wages plus all wages due him. When the one-hour penalty is in effect, the one (1) hour of wages shall be mailed to the employee's home within twenty-four (24) hours. 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 additional pay, all of which shall be included in his last pay check.

5.9 When the employee quits his job, he must be required to wait, at the option of the Employer, until the next regular pay day for the wages due him.

5.10 Travel Pay. Travel pay will be paid for at the contractor's discretion.

5.11 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. Employees 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.

5.12 The Employer shall provide, as required by job conditions, a suitable shed or facility. Such facilities shall be heated, lighted and ventilated. The need for a separate shed will be at the discretion of the Employer and the Business Representative.

5.13 The employee shall at all times be responsible for his own tools during working hours of the employee. In the event said tools are stored in the job box or tool shed under the control of the Employer, the Employer agrees to assume the responsibility for theft, fire or water damage of all tools. A complete valued inventory must be supplied by the employee, prior to storage, to substantiate any loss. The Employer shall have the right to check list or inventory to make sure it is current. Also, the Employer can request a new list or inventory from the employee.

5.14 Employer shall furnish and make available at the job site all reasonable equipment generally and customarily used to sharpen 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 used shall be considered as time worked. All employees shall report at the beginning of their employment with sharp tools.

5.15 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.

5.16 Any time Employer's tool and material cribs are used on jobs, 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.

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

5.18 Hours of Labor – Holiday – Overtime Pay. 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 (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. Upon twenty-four (24) hours written notice to the Business Representative of the District or 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 the 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 the contractor's work unless otherwise agreed to by the Business Representative. In no case should a job begin before 6:00 a.m.

The first two (2) hours after the regular or adjusted workday, and the first eight (8) hours of work performed on Saturday, will be compensated for at time and one-half (1-1/2). All other overtime will be double time, with the exception of where shift work has been approved. 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 is being paid. If mutually agreed, the starting hour 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.

When work 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.

In the event Davis Bacon/prevaling wage projects require shifts to occur at time other than those specified in the Article because of traffic congestion, public safety, municipal requirements or other situations; different shifts and starting times can be established upon mutual agreement by the contractor and Union.

Contractors utilizing 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 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.

5.19 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.

5.20 The lunch period may be adjusted at the Employer's option during the placement of concrete to begin any time between 12:00 noon to 12:30 p.m.

5.21 Foreman. A foreman shall be appointed where there are three (3) or more Carpenters on the job. A foreman may be any man giving orders to two (2) or more men and shall be given foreman wages. When there are nine (9) or more, the foreman will supervise and not work with the tools.

5.22 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.

5.23 Carpenters Foreman. The wages of a foreman shall be computed as follows:

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

(b) In the case of a foreman who directs five (5) to ten (10) carpenters, the foreman wage shall be two dollars and fifty cents (\$2.50) per hour above the rate of wages for a journeyman.

5.24 Millwrights Foreman. Same as the Carpenters Foreman

5.25 Pile Drivers Foreman. Ten percent (10%) per hour above the Pile Drivers scale of wages.

5.26 General Foreman. Twenty percent (20%) above journeyman rate.

5.27 Foreman from Bargaining Units. Whenever a foreman or general foreman is chosen by the Employer, he shall be a person from the bargaining unit.

5.28 Shift Work. When shift work is desired, the Employer agrees to notify the Regional Council in writing as 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 Regional Council representative and the job steward shall be notified at the beginning and ending of such work.

5.29 The first shift (day shift) to start not later than 7:00 A.M. and shall consist of eight (8) hours work for eight (8) hours pay. The second shift (afternoon shift) shall start at 3:30 P.M. and consist of seven (7) hours work for which the employees shall receive eight (8) hours' pay. The third shift (midnight shift) shall start at 11:00 P.M. and consist of seven (7) hours work for which the employees shall receive eight (8) hours' pay.

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

5.31 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.

5.32 No employee in the bargaining unit will be allowed to work more than one (1) shift in any one (1) day. There must be at least twelve (12) hours time off between each shift and at no time shall employees be allowed to work more than four (4) hours overtime. When job conditions require overtime in excess of two (2) hours, paid lunch period during the third (3) hour of overtime to eat a lunch furnished by Employer, when the Employer has not notified the employee of such overtime on the day before the overtime or earlier. The notice requirement can be met either by oral notice, a posting on general bulletin board or by any other means.

5.33 All approved shifts falling entirely on Saturday shall be paid wages at the rate of time and one-half. All approved shifts falling entirely on Sunday shall be paid wages at the rate of double time.

5.34 Union Representation. It is agreed that only those 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.

5.35 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 and 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.

5.36 Pick Up Time. All Carpenters will be picked up and off the job by 3:30 P.M. or the end of the workday.

5.37 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 the safety of the operations of the Employer. The Employer shall be at liberty to hire employees in any manner under the National Labor Relations Acts 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 more 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. The Employer agrees to give all applicants fair consideration consistent with the policies of the National Labor Relations Acts, as amended. The Employer retains the right to reject any job applicant recommended by the Union. Nothing in this paragraph shall be construed to limit the Employer from hiring from other sources. The Employer shall have the sole responsibility of hiring. Employees referred by the Union shall present an introductory card to the Employer.

5.38 When Employer requests Union to recommend job applicants, the Employer will specify type and nature of work to be performed, and the Union will exercise care in ascertaining the competence of recommended applicant(s). Contractors not domiciled in this District will be allowed to bring in two (2) employees, a superintendent, a foreman, the rest being hired from members in the Mid-America Carpenters Regional Council area.

5.39 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.

5.40 The Union when procuring men for the Employer shall have twenty-four (24) to forty-eight (48) hours to find qualified applicants for employment.

ARTICLE VI MILLWRIGHT TRADE AUTONOMY

6.1 Provisions Governing Millwrights (Applicable only to Employers employing Millwrights). Millwright trade autonomy as follows:

6.2 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 is herewith set forth in the Occupational Scope. The Union will at all times endeavor to supply qualified Millwrights and Millwright Foremen to the contractor.

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

6.4 All power tools and any special tools or equipment used by Millwrights shall be furnished by the Employer. Any hammer three (3) pounds or more, chisels over one (1) inch, adjustable wrenches over twelve (12) inches, open end wrenches over one and one-half (1-1/2) inches, Allen wrenches over one-half (1/2) inch, shaft levels over twelve (12) inches, any drills other than Standard Index drill set up ton one-half (1/2) inch, and taps N.C. over one-half (1/2) shall be furnished by the Employer.

6.5 All expendable tools such as drill bits, taps, files, hacksaw blades, etc., that are worn, cut or broken on the job shall be replaced by the contractor.

6.6 The Millwright wages shall be governed according to the Carpenters wages as set forth in Article III.

6.7 When Millwrights are working on a composite crew with other crafts, the Millwrights will receive the highest wages of the other crafts involved.

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

6.9 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, man lifts, 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, and all channel type free trolley I-beams, and all types of monorails and tram rails, including conveyors built of wood, steel, pipe or fiber, riveted, bolted, welded, and all supports and adjuncts, connected therewith. All fabrication, installation, dismantling and maintaining of all chain type, dragline, airveyor, power-driven, 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 driver screens, dodge belts and gears, extractors and expellers, all agitators, barrel hooping machines, sewing machines, and case sealing machines. Setting and maintaining of all portable mixers, the making, setting and drilling and pouring of all bolts for the installation of machinery and equipment.

6.10 All coal handling machinery, drive crushers, and conveyors of steel, wood, pipe or fiber. Framing and setting of all bridge trees of wood, all foundation beams or timbers used for the reception of machinery. The handling of all hand and power rigging. Erection of all wooden derricks to be used by millwrights and the 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. 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. Installation of all rigging beams, temporary or permanent. Pile driving and the handling of all diving equipment and diving. Installation of all airveyors, cable crag-lines and its guides, all hydraulic cylinders and linkage operated by air, oil, or electricity. Transfer cars and its rails for heat treat or similar furnaces. Installation of all x-ray equipment. Fabrication and erection of 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 precision setting of atomic reactor intervals. Installation of dam rollers in its entirety and its adjuncts. The running of machinery; covering, making and installing of skids for machinery and removing same (wood, steel or fiber); erection and fabrication of pallet racks; installation of gym equipment such as basket ball 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; installation of material handling conveyors, temporary or permanent.

6.11 The handling of optical tooling equipment, transits and precision instruments for the setting of machinery; installing anchor bolts, cinch anchors, self-tapping anchors and any device for securing machinery and its adjuncts; forming, grouting and dri-packing of all machinery; installation of rotary valves, slide valves (mechanical or hand-operated) chutes, and spouts regardless of gauge; steam cleaning of all machinery; handling, cleaning, erecting, installing and dismantling of machinery and equipment; installation of escalators, elevators, shoe cleaning machines, and traveling walkways, jet or rocket powered machinery, drilling, tap-setting, honing, broaching, lapping, handling, setting and machining of sole plates regardless of what they support; drilling, tapping on all equipment and machinery is the work of the Millwright; exterior forms of the containment vessel; complete setting and leveling by any means of the ring girder or base plus 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 Millwrights; placing, leveling and aligning of reactor vessel, including use of optical instruments, laser or master beams; installation and securing of biological shields where void is poured with concrete is considered a form and should be placed and secured in entirety by Millwrights; precision alignment and leveling, including bolting and cleaning, scraping or machining and 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, drives and guide sleeves; field welding in conjunction with control rod drive housing is performed by Millwrights. The set up and operation of machine tools on the job site, portable or stationary, such as lathes, milling machines, shapers, saws, grinders, etc. used for the setting and fitting of any equipment. Setting, welding and installation of support steel for control rod drives. Handling and installation of cribbing. Assembly of ladle cars. Installation of lubricators and handling of garage equipment including hoists, wash racks and aligning equipment.

6.12 General Working Conditions. Millwrights will be allowed a minimum of fifteen (15) minutes pick up time. A minimum crew will consist of one (1) Millwright drawing foreman's pay. When Millwrights or Carpenters are welding or burning, a crew of two (2) men will be used.

6.13 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 individual shall be designated as the General Foreman per twelve (12) employees, which General Foreman shall be in addition to the individual designated,

6.14 Foremen may work with their tools, but not to the point where it interferes with their duties as foremen.

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 all materials, whether on the job sites or in shop, in preparation for installing on floors, walls, stairs, ceiling, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, areaways, all other like or similar applications such as simulated turf.

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

7.4 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.

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

7.6 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.

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

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

7.9 All machine and/or hand binding and serging whether performed on job site or in shop.

7.10 Drilling of all holes for sockets and pins, insertion of dowels and placing of slats.

7.11 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.

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

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

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

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

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

7.17 The term "Drapery" shall include all manner of making, measuring, repairing, sizing, handling, and installation of necessary fixtures and hardware for same.

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

7.19 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.

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

7.21 No linoleum or carpet layer, draper, shades and Venetian blinds, and aluminum 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 site or from one job site to another.

7.22 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.

7.23 All hand tools necessary for completing a floor or wall shall be furnished by employees; knives, underscribers, rollers, tile cutters, kickers, stretchers, hand saws and all related items.

7.24 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 Employer recognizes that the Union claims jurisdiction of the work performed on all pile driving operations, the driving of wood pile and heading and pointing of same, including (1) driving of all steel piling, including pipe sheeting, H-beams, I-beams and caissons; (2) driving of concrete pile, pre-cast or cast in place; (3) driving of all composite pile; (4) driving of cofferdams; (5) erection of all trestles, falsework and docks; (6) 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) cribbing, shoring and underpinning of buildings when pile driving is involved; (9) job site loading, unloading and distribution of all piling and pile driving equipment; (10) 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) job site preparation of all barges and scows to be used in pile driving work; (14) operations 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 six (6) men and a foreman: for pulling of pile, the crew shall consist of at least five (5) men and a foreman. A crew shall consist of not more than ten (10) men, and a crew and a foreman may handle only one (1) rig. Any man working as top man setting leads, etc., shall receive ten percent (10%) above the regular scale paid. The crew on pipeline work will be four (4) men and a foreman plus divers and tenders. When two or more crews are being used on one job in regard to pile driving work, the general foreman shall be a member of the Brotherhood. When moving floating rigs with material or derricks they will be manned by two (2) journeymen and a foreman from the harbor or the yard to the job site. Show up time on all jobs will be according to Article V.

8.5 The heading, chopping, or splicing of woodpiles shall have extra men added to the regular crew. All preparation of piling, including jetting bailing, pumping, siphoning, and welding of buoy plates or points shall be the work of a pile driver. When there is steady burning and welding during driving or pulling of piling, an additional journeyman will be required in a crew. When a winch man or spool man is being used, there shall be extra men in the crew.

8.6 Also to include: the digging of trench for pipe line work and back filling of same and testing of pipe line; the placing of all riprap, till stone, beggingstone, coverstone, and concrete blocks; the manning of all floating equipment that is used in the removal of materials or obstructions of any nature, riprap included, that retard or interfere with the driving of piles or with the placing of wales, bolts, rods; and other pipe line work.

8.7 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. 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 Scope of Foregoing. This Article relates solely to the contracting or subcontracting of work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work.

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 Employer agrees that he will not subcontract or assign any of the bargaining unit work to be performed at a job site to any contractor, subcontractor, or other person or parties who is not signatory to the Agreement or 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 and working conditions, hiring and other matters covered hereby for the duration of the project.

9.5 If any 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 provisions of this Agreement for duration of the project only.

9.6 Employer, when notified in writing by the Union before final payment is made, shall assure himself that all wages and fringe benefits have been paid by subcontractor employing members of bargaining unit. When contractor is notified by the Union that subcontractor is delinquent in payment of wages and/or fringe benefits, contractor shall withhold final payment to subcontractor. Verbal notification may be followed by written notice, if requested by contractor. Final payment may be released when Union verified wages and/or fringes have been paid.

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

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, at its option, remove 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. 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.

A joint apprenticeship committee, consisting of Employers or Employer representatives and representatives of the Union shall be selected by the parties to this Agreement to formulate standards of apprenticeship for conformity with the minimum standards of the United States Department of Labor, Employment and Training Administration. These standards shall establish non-discriminatory selective procedures, a progressive schedule of wages, job training, periodic examinations, ratio, classroom instruction and adjustments of complaints, and shall establish a system of administration and supervision. The apprenticeship standards thus formulated shall become part of this Agreement.

10.5 Wage Schedule. All apprentices entering the program after June 1, 1989, 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

ARTICLE XI ARBITRATION, STRIKES AND LOCKOUTS

11.1 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.

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 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.

11.4 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.

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 MOST FAVORED NATIONS

12.1 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 executed 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, state or project labor agreement. This paragraph applies only to Employers represented MARBA and to work within the geographic area covered by the Basic Agreement as set forth in Article I of this Agreement.

12.2 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, are 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 XII of this Agreement, and any changes granted apply to all Employers in the Zone covered by this Agreement.

12.3 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 XIII UNITED BROTHERHOOD OF CARPENTERS INTERNATIONAL TRAINING FUND

13.1 In addition to any contributions otherwise called for herein, there shall be a ten cent (\$0.10) per hour contribution to the Carpenters International Training Fund ("Training Fund") with the Employer paying six cents (\$0.06) for each hour of work performed by its Employees and four cents (\$0.04) being allocated from the negotiated wage package for each hour of work performed by the Employees. Payment shall be made to the Training Fund or to such collection agent as designated by the Training Fund on or before the 20th day of the month following the month of 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 XI.

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

14.1 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.

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.

**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 XVI SUBSTANCE ABUSE AND RECOVERY PROGRAM

16.1 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.

16.2 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.

16.3 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 you during your recovery period. If you volunteer for help, the company will make every reasonable effort to return you to work upon your recovery. The company will also take action to assure that your 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.

16.4 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, possess, dispense or receive prohibited substances on or at the job site; or
- (b) Report to work with any measurable amount of prohibited substances in their system.

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

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

3. Prescription Drugs - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the company will consult with you and your physician to determine if a re-assignment of duties is necessary. The company will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you 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.

16.5 Drug/Alcohol Testing

The parties to this policy and program agree 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 a 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) Employees may also be tested on a voluntary basis.

(f) Random drug testing conducted under the policy and procedure contained in Section 16.7.

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.

16.6 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 in locating a suitable employee assistance program for that treatment, and will counsel the employee regarding medical benefits available under the company or union health and welfare/insurance program.

(b) If treatment necessitates time away from work, the company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

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

16.7 Random Drug Testing Policy and Procedure

The Random Drug Testing Policy and Procedure are as follows:

1. Employees Subject to Testing

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

2. Random Rate

Random testing may be conducted as follows:

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

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

3. Selection Period

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

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

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

4. Testing Procedures

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

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

(c) Employees are required to cooperate in all specimen collection and/or testing procedures. This shall include providing a sample either on the job-site or collection location and having in their possession valid picture identification and any testing paperwork given to the employee by the company.

5. Testing

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

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

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

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

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

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

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

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

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

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

6. Test Results

(a) Test results that are verified by the MRO as positive or positive dilute shall be handled in accordance with the Agreement, including termination of employment.

(b) Test results that are verified by the MRO as adulterated or substituted as determined by the laboratory and verified by the MRO shall be treated as a positive test result.

(c) Test results that are verified by the MRO as negative dilute shall allow for a new specimen collection and test at the company's discretion. The second test result shall be considered the test of record and the first result disregarded.

(d) Test results that indicate misuse of prescription drugs shall be treated as a positive test result.

(e) A refusal to provide a sample shall be treated as a positive test result.

(f) Specimen samples that cannot be collected, or collected properly due to an uncooperative employee shall be treated as a positive test result and handled in accordance with the Agreement.

(g) In the case of a specimen sample that cannot be collected because an employee does not provide a sufficient amount of urine for the drug test (i.e., 45 ml of urine), the following procedures shall be followed:

(1) The collector must discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering, in which case the test is treated as a positive or positive dilute test result;

(2) The employee shall be given the opportunity to drink fluids but shall not be forced to drink fluids. The employee shall be informed that he or she has up to three hours to produce an adequate urine specimen, and when that three hour period begins and ends.

(3) If the employee refuses to attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, it is treated as a refusal to test.

(4) If the employee is unable to provide an adequate urine specimen after the conclusion of the three hour period, the collector must immediately inform the employer and follow 49 CFR Part 40.193

Procedures for Transportation Workplace Drug and Alcohol Testing Programs from the Department of Transportation, as that provision may be from time to time amended. The company, at its option, can require testing by an alternate method, including blood or oral fluids.

(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 XVII
AGREEMENT AND EXPIRATION**

17.1 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 rights 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.

17.2 If an Employer withdraws from an association represented by MARBA, the Employer must notify the Union, in writing, of such withdrawal. An Employer withdrawing from an Association agrees to be bound to this Agreement for the remaining term of the Agreement.

17.3 This Agreement and its provision 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 Extension Agreement on 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